

1 Madhuri Trivedi,
ATTN: Women Who Code
2 44 Tehama St, 5th Floor, San Francisco, CA 94105
Fax: 708-778-4859 Phone: (650) 242-5135
3 Email: orangeinc@protonmail.com

4
5 **U.S. DISTRICT COURT**
6 **FOR THE DISTRICT OF MASSACHUSETTS**

U.S. DISTRICT COURT
DISTRICT OF MASS.

2019 AUG 30 PM 4: 41

FILED
IN CLERKS OFFICE

7 **Madhuri Trivedi**

8 Plaintiff,

9 v.

10 **General Electric Company,**

11 Address: General Electric Company

12 41 Farnsworth Street

13 Boston, MA 02210,

14 **GE Healthcare,**

15 Address: General Electric Company

16 41 Farnsworth Street

17 Boston, MA 02210,

18 **Larry Culp, CEO of GE in his individual**
19 **and official capacity,**

20 Address: General Electric Company

21 41 Farnsworth Street

22 Boston, MA 02210

23 **GE board of directors,**

24 Address: General Electric Company

25 41 Farnsworth Street

26 Boston, MA 02210,

27 **Fragomen, Del Rey, Bernsen & Loewy,**
28

Case No.:

Judge:

**COMPLAINT AND REQUEST FOR
INJUNCTION**

Whistleblower Retaliation under Dodd-
Frank Act, 15 U.S.C. §78u-6(h);
SEC Rule 17 CFR § 240.21F-2

Securities Exchange Act of 1934, 15
U.S.C. 78j(b), Rule 17 C.F.R. 240.10b-5

Wrongful termination in violation of
public policy

Violations of whistleblower protections
under Sarbanes-Oxley Act, 8 U.S.C. Â§
1514A, et seq. , Pub. L. 107-204

8 U.S.C. § 1324b(a)(1), 8 U.S.C. § 1324b
(a)(5) Prohibition Of Intimidation Or
Retaliation

Disparate treatment, intentional
discrimination and retaliation in
violation of Title VII

45 CFR § 160.316 Refraining from
intimidation or retaliation, Public Law
104-191.

Violation of Dodd Frank act –
Section 1036 - 12 U.S. Code
§ 5536(a)(1) and 12 U.S. Code
§ 5536(a)(3)

LLP

Address: 1400 Broadway, New York, NY
10018, United States

Jenny Schrager, Partner at Fragomen,
Del Rey, Bernsen & Loewy, LLP in her
individual and official capacity
Address: 1400 Broadway, New York, NY
10018, United States,

Mike Swinford, Former CEO of GEHC
services in his official and individual
capacity,
Address: 155 franklin road, Brentwood, TN
-37027

Carl Conrath, senior engineering
manager, GE Healthcare in his official and
individual capacity,
Address: One Amgen Center Drive
Thousand Oaks, CA
91320-1799

Foley & Mansfield law firm,
Address: 250 Marquette Avenue ,Suite
1200 Minneapolis, MN 55401

Defendants.

Section 1057, Consumer Financial
Protection Act (CFPA) , 12 U.S.C.
5567

45 CFR § 164.530(g) standard:
refraining from intimidating or
retaliatory acts
National Defense Authorization Act -
NDDA, 10 U.S.C. §2409 Subpart 203.9

Breach of the implied covenant of good
faith and fair dealing
Breach of contract good faith,
Breach of fiduciary duty

Promissory estoppel, equitable
estoppel,

Equitable tolling

9 U.S. Code § 12,
9 U.S. Code § 10(a)(3),
9 U.S. Code § 10(a)(2) 9 U.S. Code
§ 10(a)(1) and challenging arbitration
award under common law

Jury trial demanded.

Date Action filed:

COMPLAINT AND REQUEST FOR INJUNCTION

Plaintiff Madhuri Trivedi("Plaintiff"), for causes of action against defendants **General Electric,**
GE Healthcare, Larry Culp, GE board of directors, Fragomen, Del Rey, Bernsen & Loewy,
LLP, Jenny Schrager, Mike Swinford, Carl Conrath, Foley & Mansfield law firm
in this Complaint for Damages ("Complaint") as follows:

1 1. Frank Abagnale, the infamous impostor from Catch Me If You Can, said
2 “Every breach, without exception, happens because somebody in that company did something
3 they weren’t supposed to do or somebody failed to do something they were supposed to do—
4 didn’t fix its tech, it didn’t update patches, so the hackers got millions of pieces of data.”

5
6 2. Plaintiff Madhuri who didn't work for the government nor had union protections,
7 blowing whistle given that HER H1B and whole greencard in GE’s hand and anything would
8 jeopardize and destroy her immigration; and could impact her career; ===with all this
9 consequences She boldly and courageously STOOD up for doing what she believed was legal for
10 her to do , not to join GE fraud scheme, cyber security vulnerabilities , product defects,
11 violations ---TOOK high risk road and suffered backlash, retaliation.

12
13 3. Trivedi’s position is corroborated by Scott Erven, an independent cybersecurity
14 Researcher. Finally GE and Department of homeland security(DHS) issued ICERT ALERT in
15 February/March 2018(EXHIBIT 1) for cybersecurity vulnerabilities related to many types of GE
16 medical devices worldwide. Following GE devices were affected.

17 **AFFECTED PRODUCTS**

18 The following GE Healthcare products are affected:

- 19 • Optima 520, which are medical imaging systems, all versions,
20 • Optima 540, which are medical imaging systems, all versions,
21 • Optima 640, which are medical imaging systems, all versions,
22 • Optima 680, which are medical imaging systems, all versions,
23 • Discovery NM530c, which is a nuclear medical imaging system, versions prior to Version
24 1.003,
25 • Discovery NM750b, which is a dedicated breast imaging system, versions prior to Version
26 2.003,
27 • Discovery XR656 and Discovery XR656 Plus, which are digital radiographic imaging systems,
28 all versions,
 • Revolution XQ/i, which is a medical imaging system, all versions,
 • THUNIS-800+, which is a stationary diagnostic radiographic and fluoroscopic X-ray system,
 all versions,

- Centricity PACS Server, which is used to support a medical imaging archiving and communication system, all versions,
- Centricity PACS RA1000, which is used for diagnostic image analysis, all versions,
- Centricity PACS-IW, which is an integrated web-based system for medical imaging, all versions including Version 3.7.3.7 and Version 3.7.3.8,
- Centricity DMS, which is a data management software, all versions,
- Discovery VH / Millenium VG, which are nuclear medical imaging systems, all versions,
- eNTEGRA 2.0/2.5 Processing and Review Workstation, which is a nuclear medicine workstation for displaying, archiving, and communicating medical imaging, all versions,
- CADstream, which is a medical imaging software, all versions,
- Optima MR360, which is a medical imaging system, all versions,
- GEMNet License server (EchoServer), all versions,
- Image Vault 3.x medical imaging software, all versions,
- Infinia / Infinia with Hawkeye 4 / 1, which are medical imaging systems, all versions,
- Millenium MG / Millenium NC / Millenium MyoSIGHT, which are nuclear medical imaging systems, all versions,
- Precision MP/i, which is a medical imaging system, all versions, and
- Xeleris 1.0 / 1.1 / 2.1 / 3.0 / 3.1, which are medical imaging workstations, all versions.

IMPACT

Successful exploitation of this vulnerability may allow a remote attacker to bypass authentication and gain access to the affected devices.

Impact to individual organizations depends on many factors that are unique to each organization. NCCIC recommends that organizations evaluate the impact of this vulnerability based on their operational environment and specific clinical usage.

.....

1 For the affected products, a CVSS v3 base score of 9.8 has been calculated; the CVSS vector
2 string is (AV:N/AC:L/PR:N/UI:N/S:U/C:H/I:H/A:H)

3 **VULNERABILITY DETAILS**

4 **EXPLOITABILITY**

5 This vulnerability could be exploited remotely.

6 **EXISTENCE OF EXPLOIT**

7 Vulnerability information about the affected products is publicly available.

8 **DIFFICULTY**

9 An attacker with a low skill level would be able to exploit this vulnerability.

10 4. *Scott Erven reported these cyber vulnerabilities to GE in 2014.*

11 5. Plaintiff Trivedi started bringing up severity and sense of urgency/liability/ to fix
12 address/stop integrating and shipping medical devices with InsiteEXC to GE from 2011.

13 6. *Insider threat mitigation didn't exist..as Bill Baribux –GE architect*
14 *testified (EXHIBIT 3) InsiteEXC failed all security tests on day ONE in year 2008 ;so they*
15 *moved it from public facing to inside GE network but GE has 300,000 employees and as Scott*
16 *Erven proved that InsiteEXC was vulnerable from hospital/outside GE network as well.*

17 7. From my phone conversation with Scott on Feb 22nd 2019 he was also wondering
18 that how come GE not address it/(no fix, patch or recall) despite having lots of press around it for
19 4 years and many security researchers knew about it and wrote. After Scottt report in 2014 ;
20 vulnerabilities were unpatched even though it was wide open to be hacked and manipulated
21

22 8. (Somehow all of a sudden GE released a patch in Feb/March 2018.)

23 9. This is just a tip of an iceberg –vulnerability Scott reported ;was few of 465 total
24 critical defects.
25

26 10. GE knowingly conspired, deceived, fraudulently sold medical device products and
27
28

1 services to customers, investors and government by not publicly disclosing defects, cybersecurity
 2 vulnerabilities, also serious hackable –for years for sake of generating revenue, money while
 3 putting public health and safety at risk and mercy/hands of hackers. GE made numerous press
 4 releases, released you tube video, product brochures for surgery, ultrasound and all kind of
 5 medical devices with misleading, false information.
 6

7 11. The company’s “scheme to defraud its customers by knowingly selling defective
 8 and potentially dangerous remote control product on most of all their medical devices”. GE
 9 fraudulently induced the federal government (including the Department of Defense and Veterans
 10 Administration) , state governments to buy its defective product through both misstatements and
 11 material omissions. Each of us has the right to expect any medical equipment used for our
 12 medical care to be safe and effective, but we are all placed at great risk when medical equipment
 13 companies violate our trust and knowingly sell equipment that is defective,” the evidence shows
 14 GE’s callous disregard for the fact that these defective product(s)—which they consciously,
 15 aggressively sold after knowing existence defects—could mean life or death for unsuspecting
 16 patients, loss/theft of their protected health information(PHI), wrong diagnosis of life threatening
 17 disease or not having timely diagnosis due to cyber security vulnerabilities/defects. This case is
 18 not just about recouping money for taxpayers—it is an indictment of a company that placed a
 19 higher premium on profits than public health and safety.”- Public policy violation as well.
 20
 21

22 12. On the day Trivedi was terminated by GE, GE architect Bill Barbiuax told Trivedi
 23 that “you did the RIGHT thing, but GE is BIG. Nothing will happen to GE. Bill and GE sending
 24 a message” MIGHT is RIGHT” Also by sending a message to all current and future employee
 25 that if “you speak up against GE for any/all wrongdoing GE is DOING; We RETALIATE like
 26
 27
 28

1 what we Did to Madhuri Trivedi.” Then GE created “FILE TO FIRE” – generate paper trails to
2 frame her to show her firing.(Few attorneys told Trivedi that “GE did was File to FIRE)

3 13. United States Supreme Court

4 DESERT PALACE, INC., dba CAESARS PALACE HOTEL & CASINO v. COSTA(2003) No.
5 02-679

6
7 For instance, in Reeves v. Sanderson Plumbing Products, Inc., 530 U. S. 133 (2000),
8 **we recognized that evidence that a defendant's explanation for an employment practice is**
9 **"unworthy of credence" is "one form of circumstantial evidence that is probative of**
10 **intentional discrimination." Id., at 147 (emphasis added).** The reason for treating
11 circumstantial and direct evidence alike is both clear and deep-rooted: "Circumstantial evidence
12 is not only sufficient, but may also be more certain, satisfying and persuasive than direct
13 evidence." Rogers v. Missouri Pacific R. Co., 352 U. S. 500, 508, n. 17 (1957).

14
15 14. **See Furnco, supra, at 580. The ultimate question in every disparate treatment**
16 **case is whether the plaintiff was the victim of intentional discrimination. This lawsuit and**
17 **treatment Trivedi received shows that GE was engaged in intentional discrimination.**

18
19 15. Several immigration attorneys mentioned to Trivedi over phone right at the time
20 when she was fired that

21 “GE has finance/accounting cooked books, checked history. Since next step in my
22 immigration while I was at GE was to file form I140 with DHS/USCIS I 140 ; in I
23 140 form GE was required to show their finances and total number of US based
24 employees. GE didn’t want to SUBMIT TRUE finances to government. So GE got
25 rid of plaintiff and made up PRETEXT issues of relationship skills to fire.”

26
27 16. I was deprived from my rights to litigate these claims earlier along with several
28

1 other reasons IMPORTANT REASON as due to withdrawal of my H1B B lawyers earlier
2 DIDN'T provide proper legal advice .

3 **THE PARTIES**

4 17. Madhuri Trivedi is a plaintiff. Madhuri is a citizen of India.

5 Plaintiff Trivedi came to USA on Spouse H4B visa in 2003, because of domestic violence and
6 other abuse from her Ex-husband she got divorced in 2006;after divorce that was on Student
7 Visa-F1 and then on H1 B visa.

8 18. Madhuri worked for GE in Boston, MA and Waukesha, Wisconsin.

9 Defendant General Electric is a corporation incorporated in New York, currently Headquartered
10 in Boston and during Plaintiff's employment was HQ in Connecticut and GE is a multinational
11 corporation.

12 19. On January 03 and Jan 05,2019; J P Morgan wall street analyst covering GE Mr.

13 **Stephen Tusa** contacted GE ,CEO- **Larry Culp** and sent them EXHIBIT 2 along
14 with below email.

15 But GE didn't reply to Mr. Tusa nor to me ever.

16
17
18
19
20 Received: **Wednesday, January 9, 2019 4:02 PM**
21 From: **Tusa, Stephen X** stephen.tusa@jpmorgan.com
22 To: **Madhuri Trivedi**
23 RE: **Update**

24 Nothing yet, sorry

25 **From:** Trivedi Madhuri
26 **Sent:** Wednesday, January 09, 2019 10:06 AM
27 **To:** Tusa, Stephen X
28 **Subject:** Update

Hello Mr. Tusa, Any updates from GE? Is it too soon to follow up to GE.

1 Thanks and regards,

2 Madhuri

3 Sent with ProtonMail Secure Email.

4 This message is confidential and subject to terms at:
5 <https://www.jpmorgan.com/emaildisclaimer> including on confidentiality, legal privilege, viruses
6 and monitoring of electronic messages. If you are not the intended recipient, please delete this
7 message and notify the sender immediately. Any unauthorized use is strictly prohibited.

8
9 Sent: **Thursday, January 3, 2019 11:20 AM**

10 From: **Madhuri Trivedi**

11 To: **stephen.tusa@jpmorgan.com stephen.tusa@jpmorgan.com, Madhuri Trivedi**

12 **Former GE employee, GE fraud, related issues**
13

14 Respected Mr. Stephen Tusa,

15 I didn't know earlier that you cover GE hence I didn't sent you email.

16 Below email including with attachment was sent to people shown below.

17 I need a closure about GE mess and difficulties. I was busy in things so took a break from all this
18 headache causing things related to GE,immigration fight. I had bad experience with attorneys in
19 past so doing all this myself and have almost become law enthusiastic apart from techie-startup
20 founder.

21 **I am hoping that you would reach out to GE and tell them to leave me alone and fix it- do
22 something. GE hasn't responded this email at all. This email below was part of the supreme
23 court writ I submitted. I am thinking to send below email which I sent to John Flannery to
24 Larry Culp now that he is a new CEO but I don't think he would respond or take any
25 action like John and Jeff Immelt he will also trash it. (who cares attitude)**

26 My blogpost has lots of details about my lawsuit against DHS.

27 Blogpost:

28 [https://medium.com/@madrtrivedi/after-investing-15-years-in-this-country-and-contributing-to-
us-healthcare-and-economy-including-9c91ef93beac](https://medium.com/@madrtrivedi/after-investing-15-years-in-this-country-and-contributing-to-us-healthcare-and-economy-including-9c91ef93beac)

29 I don't want to come out as someone who is not letting go wrong , illegal things GE did to me but
30 it is that GE is a bad company and they have done illegal things to me and getting away .

31 I made one mistake -instead of going to supreme court for DHS lawsuit -I should have filed
32 another new lawsuit in another federal court but now lessons learned.

33 **Hope to hear from you SOON. Thanks and regards,**

**20. Below is my email to Larry Culp and Ge board of director
along with JPM analyst Steve Tusa.**

Received: Thursday, January 24, 2019 2:58 PM

From: Madhuri Trivedi

To: directors@corporate.ge.com directors@corporate.ge.com, Madhuri Trivedi,
larry.culp@ge.com larry.culp@ge.com, Mike.Holston@ge.com Mike.Holston@ge.com

Mr.Larry Culp and GE board of directors,
Please respond and resolve. Any other company of GE size would have responded and took
action but this is GE.

Sent: Tuesday, January 22, 2019 1:54 PM

From: Trivedi @protonmail.com To: directors@corporate.ge.com

Fw: GE stack ranking

----- Original Message -----

On Sunday, January 6, 2019 6:02 AM, Trivedi wrote:

Mr.Tusa,

So after joining GE healthcare in Wisconsin - GE project lead and manager started issues when I was not covering up things in tests (participating in their scheme which for a while they didn't tell me there were 600 critical defects & harassing me-I found out these defects and related on my own when tests started failing) and signing off on tests.At the same time, I found a workaround that would allow 200-400 engineers to remote access (patch work) devices which for 3 months nobody found solution & these engineers couldn't do their job.

There was HR training on how to use GE performance system and what it means- (Which GE dropped after getting rid of me as I raised issues in my legal fight that it is broken-stacking employees against each other)... SO my HR manager was giving training and his boss Adam Holton(he was head of HR for entire \$5 billion GEHC service business) was sitting next to him (I didn't know who Adam was...Plus HR training was right next to GEHC service CEO's office..I was new and I thought that since GEHC HQ is in UK-London- management sits there--I had no clue about his office next and some of senior management people sitting in the training.Given HR manager knew what was going on through my manager talking to him--HR manager

1 sarcastically in threatening way mentioned about how GE stacks employees against each other -
2 so I got that..I said in that meeting that "good and bad both left- bell curve --mediocre
band(mediocre word I spoke in lower slow tone/volume and then I stopped)"

3 So GE top management was aware that I understood these things..
4 .I had read prior to joining GE that Jack Welch introduced stacking employees.

5 *****END of EMAIL

6 21. Put that **this paragraph reference in each claim**

7
8 NOTE: During plaintiff's arbitration, plaintiff Trivedi raised concern that GE's stack
9 ranking performance appraisal system is not working. Soon after Trivedi's arbitration; GE
10 abandoned its stack ranking performance appraisal.

11
12 *"This summer, GE announced it was abolishing its "rank and yank" system, which*
13 *assigns employees a performance score relative to their peers"*

14
15 [https://www.fastcompany.com/3052135/why-the-annual-performance-review-is-](https://www.fastcompany.com/3052135/why-the-annual-performance-review-is-going-extinct)
16 [going-extinct](https://www.fastcompany.com/3052135/why-the-annual-performance-review-is-going-extinct)

17 22. **Additional email to Larry Culp and Ge board of director along with JPM**
18 **analyst Steve Tusa.**

19 ----- Original Message -----On Tuesday, January 22, 2019 1:42 PM, From:

20 **Madhuri Trivedi**

21 To: directors@corporate.ge.com, Madhuri Trivedi ,Tusa, Stephen X"

22 <stephen.tusa@jpmorgan.com>wrote:

23
24 GE board of directors,

25 Mr. Stephen Tusa has kindly forwarded my email below to GE CEO Larry Culp. But GE hasn't
26 responded to Mr. Stephen Tusa's email. Earlier I didn't know Mr. Tusa covered GE hence I didn't
27

1 included him in the email sent which is also part of my supreme court writ. Board of directors
2 have lots of duty fiduciary, ethical, professional , legal and more.

3 GE did clean up of board of directors and CEOs after my legal fight and email but still hasn't
4 responded to me. Also GE ditched it's famous Stack ranking system for employee performance
5 review which I raised as broken in my arbitration with GE..Despite that are admitting it is GE's
6 problem.
7

8 GE should thank ,me for that I brought all these issues which needed attention.

9 I look out to hear from you SOON.NOTE:This email below was part of the supreme court writ I
10 submitted. My phone number: 650-242-5135My linkedin: www.linkedin.com/in/trivedim

11
12 23. Larry Culp has all the details as I sent in January 03 and Jan 05, 2019 but he has
13 IGNORED email and this matter;otherwise he could have settled this matter and done JUSTICE;
14 but didn't even care to RESPOND. He is here as a defendant in his individual and official
15 capacity.

----- Original Message -----

15 On Wednesday, January 9, 2019 4:02 PM, Tusa, Stephen X <stephen.tusa@jpmorgan.com>
16 wrote:

17
18 Nothing yet, sorry

19
20 24. I sent email to former CEO Jeff Immelt in 2013 and 2014.

21 25. I sent /emailed EXHIBIT 2 to John Flannery in 2017. I also called John Flannery
22 assistant and she acknowledged that Mr. Flannery has my email and have read it. —Ed Garden
23 of Train partners who became GE board of directors around that time was also copied in this
24 email- along with directors@corporate.ge.com...

25
26 26. Mike Swinford, former CEO of GEHC services knew this matter even before I was
27
28

1 illegally terminated.. Mr. Swinford and GEHC CTO Mike Harsh even came to my arbitration
2 hearing. (EXHIBIT 24)

3 **27. GE boards of directors are body governing public company are hence they are**
4 **defendants.** Including but not limited to SEC. 101<15 USC 7211>Establishment;
5 Administrative Provisions.(c)Duties of the Board
6

7 I emailed them EXHIBIT 2 at directors@corporate.ge.com in 2016-2017 as well.

8 28. I contacted them multiple occasions since I was illegally terminated.

9 29. Also board of directors like Robert Swieringa and Susan Hockfield both knew this
10 matter since 2013-2014.

11 30. I spoke with Robert on PHONE --and Robert also sent back email with INQUIRY he
12 did to GE
13

14 ----- Forwarded message -----

15 From: **Robert J. Swieringa** <rjs22@cornell.edu> Date: Tue, Dec 3, 2013 at 12:23 PM
16 Subject: RE: what happened at GEHC To: Madhuri <mcis99@gmail.com>
Madhuri,

17 In response to your emails to me and our phone conversation today, I have made inquiries with
18 people at GE and will let you know about any developments. Thanks, Robert Swieringa

19 Robert J. Swieringa
Professor of Accounting
Anne and Elmer Lindseth Dean Emeritus
20 Johnson Graduate School of Management
337 Sage Hall
21 Cornell University
Ithaca, NY 14853-6201
22 Phone: 607-255-0422
23 Fax: 607-255-6889

Email: rjs22@cornell.edu

24 ✓ I contacted Susan Hockfield via emails that I sent her to her MIT email address and her
25 assistant acknowledged (I spoke with Susan's assistant on phone)she read and after responded
26 mentioning that "she is too high as a director to get involved in an individual matter of mine ";
27

- 1 ✓ Even though I was MIT alum and she was MIT president. But she chose not to take any
2 action and didn't fulfill her fiduciary and other duty obligation.
- 3 ✓ Robert and Susan are no longer board of directors.
- 4 ✓ Robert did inquiry(EXHIBIT 3) and GE stonewalled ,didn't do anything an on top of that
5 GE complained to arbitrator that I have contracted GE board of director and arbitrator became
6 more hostile after learning this.
- 7 ✓ GE is required to disclose what happened to GE board of director Robert Swierienga's
8 INQUIRY –any and all paperwork related to that; Since I don't have GE internal communication
9 from Robert to GE or vice versa..Only thing I have is my email to Robert and Robert's email to
10 me mentioning that He did INQUIRY.
- 11 ✓ I emailed Larry Culp and GE board of directors; I forwarded JPM analyst Stephen
12 Tusa's email.–on January 22nd 2019 and again on January 24th 2019.
- 13 ✓ I had emailed GE board of directors earlier exhibit 2 in 2017.

14
15
16
17
18 **31. Jenny Schrager, Partner at Fragomen, Del Rey, Bernsen & Loewy, LLP ; is a**
19 **Defendant in her individual and official capacity in this lawsuit.**

20 **32. Jenny's law firm Fragomen, Del Rey, Bernsen & Loewy, LLP is a defendant in this**
21 **lawsuit.**

22
23 **33. Carl conrath was a senior engineering manager, involved through out from**
24 **hiring to firing me, hence he is party in this case**

25 **34. Foley & manfield was a lawfirm hired and paid to send GE letter, look into quitam**
26 **and provide legal advice including immigration for my matter, they are party in this case.**
27

28

VENUE

35. 28 U.S.C § 1391 venue is proper since GE has office(s), reside and have operations in this district. Plaintiff Trivedi also worked at GE Intelligent platforms, Boston.

36. Till her last day at job at Wisconsin; Same GE Intelligent platforms , Boston management and Director overseeing her at Boston were involved in funding though GE corporate (GE parent company itself) at the project Trivedi was assigned to work on at GE Healthcare, Wisconsin. Though Boston director Reema Poddar was not directly interacting with Trivedi via email, phone etc while she was working at Wisconsin.

37. At GE Intelligent platforms Boston; Trivedi her job related to H1 B visa sponsoring was done through a division of GE; GE Transportation who processed her Department of labor LCA and H1 B filing. At GE Boston , Trivedi worked on project that was funded through GE corporate(GE parent company).

38. *As per 28 U.S. Code § 1391. Venue generally (b) Venue in General. A civil action may be brought in— (1) a judicial district in which any defendant resides, Since GE and GE healthcare are defendants and reside related to their offices, business, operation and jurisdiction of US district of Massachusetts court as per 28 U.S. Code § 1391 (c) For purposes of venue under this chapter, a defendant that is a corporation shall be deemed to reside in any judicial district in which it is subject to personal jurisdiction at the time the action is commenced*

Citing Judicial Improvements and Access to Justice Act, §1013(a), 102 Stat. 4669
(emphasis supplied)

PUBLIC LAW 100-702—NOV. 19, 1988 102 STAT. 4669 -SEC. 1013. CORPORATE VENUE. (a) IN GENERAL.—Section 1391(c) is amended to read as follows: "(c) For

1 *purposes of venue under this chapter, a defendant that is a corporation shall be deemed*
2 *to reside in any judicial district in which it is subject to personal jurisdiction at the time*
3 *the action is commenced.*

4 39. Here GE, GE healthcare defendants considered to reside

5 40. Thus, 28 U.S.C. §1391 permits a corporation to be sued in any judicial district in
6 which it is licensed to do business or is doing business in that such judicial district is regarded as
7 the residence of such corporation for venue purposes.

8 41. As noted above, under 28 U.S.C. §1391, venue against a corporation will
9 lie in any judicial district in which it is incorporated, licensed to do business or is doing business.

10 42. Defendant General Electric and GE healthcare – are considered “corporation” and are
11 “multistate” corporations. GE is incorporated in New York.

12 43. GE and GE healthcare is licensed to do business and are doing business in judicial
13 district of district of Massachusetts.
14 as such it is regarded as the residence of GE and Ge healthcare for VENUE purposes.

15 44. Continuous, Systematic Contacts for court is permissible when the defendant's
16 activity in the district is continuous and systematic-- Defendants' GE healthcare and GE board of
17 directors are considered to have continuous and systematic contact with this district court forum
18 in district of Massachusetts ;

19 45. GE is headquartered in Boston, MA and Boston is GE's principal place of business
20 hence GE is considered at home -----where it is incorporated or principal place of business..

21 46. Complaint alleges violations of federal securities laws in connection with GE's public
22 filings. As per

1 15 U.S. Code § 78aa. Jurisdiction of offenses and suits (a) In general The district courts of the
 2 United States and the United States courts of any Territory or other place subject to the
 3 jurisdiction of the **United States shall have exclusive jurisdiction of violations of this chapter**
 4 **or the rules and regulations thereunder**, and of all suits in equity and actions at law brought to
 5 enforce any liability or duty created by this chapter or the rules and regulations
 6 thereunder.....Any suit or action to enforce any liability or duty created by this chapter
 7 or rules and regulations thereunder, or to enjoin any violation of such chapter or rules and
 8 regulations, may be brought in any such district or in the district wherein the defendant is found
 9 or is an inhabitant or transacts business, and process in such cases may be served in any other
 10 district of which the defendant is an inhabitant or wherever the defendant may be found.
 11
 12

13 47. The phrase “this chapter” in 15 U.S. Code § 78aa refers to Chapter 2B of Title 15 of
 14 the United States Code – that is, 15 U.S.C. §§ 78a to 78mm. Hence Venue for this court is proper
 15 for cause of actions bought by Trivedi under Chapter 2B of Title 15 of the United States Code.
 16

17 48. The Exchange Act’s venue provision establishes nationwide service of process and,
 18 this Court also has jurisdiction over her remaining claims as well.

19 49. Jenny Schrager, Partner at Fragomen, Del Rey, Bernsen & Loewy, LLP considered
 20 GE business partners and GE defendants ; Hence VENUE is proper for jenny and Fragomen
 21 defendants.

22 50. VENUE can be agreed upon by CONSENT.

23 51. GE board of director’s official address is Boston HQ> Larry Culp’s work address is
 24 also Boston HQ. SEC filings for GE have Boston HQ as its address.
 25
 26

27 JURISDICTION

1 52. This court has jurisdiction over plaintiff's claims pursuant to Whistleblower
2 Retaliation under Dodd-Frank Act 15 U.S.C. §78u-6(h)(B)(i)-An individual who alleges
3 discharge or other discrimination in violation of subparagraph (A) may bring an action under this
4 subsection in the appropriate district court of the United States for the relief provided in
5 subparagraph (C).
6

7 As per 15 U.S.C. §78u-6(h)(1)(B) (iii) ;within six to ten years after the date on which the
8 violation of subparagraph (A) occurred. **GE can't force mandatory arbitration agreement**
9 **under this/whistleblower provisions.** Plaintiff was terminated on May 31, 2013.

10 Plaintiff has bought these claims within statute of limitations after the date on which violations
11 occurred/ she became aware.
12

13 Therefore, this court has original Jurisdiction of this matter

14 53. This court has jurisdiction over Securities Exchange Act of 1934,15 U.S.C. 78j(b),
15 and Rule 17 C.F.R. 240.10b-5
16

17 54. This court has jurisdiction over all defendants' (mentioned in this complaint)violation
18 of common law.

19 55. This Court has subject matter jurisdiction over Plaintiffs' claims pursuant to
20 28 U.S.C. § 1331 (federal question statue), 28 U.S.C. § 1343

21 56. This Court has jurisdiction over plaintiff's claims pursuant to 45 CFR §
22 160.316 Refraining from intimidation or retaliation, Public Law 104-191.
23

24 57. This case arises, in part, under federal statutes including Title VII of the Civil
25 Rights Act of 1964, as amended, 42 U.S.C. § 2000C, et. seq. Therefore this court has original
26 jurisdiction.
27

1 58. 8 U.S.C. § 1324b(a)(1), 8 U.S.C. § 1324b (a)(5); federal statutes hence this court has
 2 original jurisdiction for claims brought under these statutes.

3 59. This court has jurisdiction over claims pursuant to *10 U.S.C. 240. 10 U.S.C. 2409*

4 60. This Court has original subject matter jurisdiction over claims brought under “**Relief**
 5 **available under Dodd Frank act -Section 1055 -12 U.S. Code § 5565(a) (1) “**
 6 because it concerns federal consumer financial law, 12 U.S.C. § 5565(a)(1), presents a federal
 7 question, 28 U.S.C. § 1331 where court has original jurisdiction, CFPA, 12 U.S.C. §
 8 5536(a)(1), CFPA, 12 U.S.C. § 5536(a)(3), 28 U.S. Code § 1367 as it related to other
 9 claims brought in this complaint where court has original jurisdiction. Private cause of action is
 10 available under **12 U.S. Code § 5565(a) (1)**. Though it can be to consumers but in this
 11 circumstances to Trivedi as well.

12 61. This court has jurisdiction pursuant to Sarbanes-Oxley Act, PUBLIC LAW 107–204. As
 13 per *29 CFR § 1980.103 (c) Place of filing. The complaint should be filed with the*
 14 *OSHA office responsible for enforcement activities in the geographical area where*
 15 *the employee resides or was employed, but may be filed with any OSHA officer or*
 16 *employee. Addresses and telephone numbers for these officials are set forth in local*
 17 *directories and at the following Internet address: <http://www.osha.gov>.* As Plaintiff
 18 filed OSHA department of labor complaint in Timely manner with Wisconsin-
 19 Chicago regional office via fax on May 3rd, 2014 (EXHIBIT 6, EXHIBIT 7).. OSHA
 20 erroneously responded on July 14, 2014 that it doesn’t fit any of their 22 statutes.
 21 (EXHIBIT 8).

Below is email chain with OSHA-DOL regional supervisor Robert Kus, Benjamin, Sherrill and OSHA investigator who was located in Milwaukee Ms. Tamara Simpson. I replied to Tamara's email below with my Termination Date.

From: Simpson, Tamara - OSHA [mailto:Simpson.Tamara@dol.gov]
Sent: Wednesday, June 04, 2014 2:22 AM **To:** Madhuri Trivedi
Subject: RE: info
Madhuri, Could you provide me your termination date? Thank you.

Tamara Simpson

Investigator
Whistleblower Protection Programs
US Department of Labor/OSHA
310 W. Wisconsin Ave., Room 1180
Milwaukee, WI 53203
(414) 297-3315, ext. 235
(414) 297-4299 fax
Simpson.Tamara@dol.gov

From: Madhuri Trivedi [mailto:madhuritrivedi@hotmail.com]
Sent: Wednesday, May 14, 2014 5:12 AM **To:** kus.robert@dol.gov **Subject:** madhuri
I spoke with Tamara. She will contact me soon for further things. Regards and Thanks for your assistance.
Sincerely, Madhuri

From: Madhuri Trivedi [mailto:madhuritrivedi@hotmail.com]
Sent: Wednesday, May 14, 2014 1:30 AM **To:** kus.robert@dol.gov **Subject:** info
Thanks for your time.

I kind of want to give up now. After prolonged and several delays and dragging it ; in this private arbitration . Also arbitration lacked due process.

I did arbitration because my MIT professor requested that I do it & said that "you are so afraid of arbitration; company will take you there". He mentioned you have nothing to lose.. you can start your own company in future.

I will talk to employment attorney in Chicago area today.
Sincerely, Madhuri

> On May 13, 2014, at 1:30 PM, "Kus, Robert - OSHA" <Kus.Robert@dol.gov> wrote:
> > The case is assigned to Tamara Simpson at the Milwaukee area office. She can be reached at 414-297-3315.>

> -----Original Message-----

> From: Madhuri Trivedi [mailto:madhuritrivedi@hotmail.com]
> Sent: Tuesday, May 13, 2014 1:29 PM > To: Kus, Robert - OSHA > Subject: Re: Info
>

> Sorry..I called you an hour after receiving this message and left a message as you were on other line.
Would you be working on investigation for this matter?

> > On May 13, 2014, at 10:39 AM, "Kus, Robert - OSHA" <Kus.Robert@dol.gov> wrote:

> > Madhuri,>

> I am in the office right now if you would like to talk. I can be reached at 630-896-8700.

> > Please contact me if you have any questions.

> > Respectfully,>

>

> Robert J. Kus

> Regional Supervisory Investigator

> USDOL-OSHA

> 365 Smoke Tree Plaza

> North Aurora, Illinois 60542

> Telephone: 630-896-8700 x124

> Fax: 630-892-2160

-----Original Message-----

From: Benjamin, Sherrill - OSHA [<mailto:Benjamin.Sherrill@dol.gov>]

Sent: Tuesday, May 13, 2014 2:34 AM

To: Madhuri Trivedi

Cc: Kus, Robert - OSHA

Subject: RE: Whistleblower

Ms. Trivedi,

I forwarded your complaint to Regional Supervisor Investigator (RSI) Robert Kus for assignment. RSI Kus or the Investigator he assigned to your complaint would be the best person for you to discuss, explain or clarify any aspect of your complaint.

I have included RSI Kus in this e-mail for his information.

Sincerely,

Sherrill F. Benjamin

Acting Assistant Regional Administrator

Region V Whistleblower Protection Program

365 Smoke Tree Plaza

North Aurora, IL 60542

benjamin.sherrill@dol.gov

630-896-8700 x 106

312-353-5105

312-933-2808 (cell)

-----Original Message-----

From: Madhuri Trivedi [<mailto:madhuritrivedi@hotmail.com>]

Sent: Monday, May 12, 2014 3:51 PM

To: Benjamin, Sherrill - OSHA

Subject: Whistleblower

1 Respected Mr. Benjamin, I have filled whistleblower complain via fax on May 4 . I wanted to talk to you
2 in some details about that . My phone is 484 362 9716. Talk to you soon. Thanks.

3 62. Below is excerpt from GE"ADR "Solutions" manual- it says while arbitration is
4 proceeding, agency filing deadline stops.

5 Where a party's initial submission of a Covered Claim to Solutions occurs before the
6 expiration of the applicable statute of limitations for filing in court, the opposing party
7 agrees to stop the further running of the statute of limitations while the parties complete
8 the Solutions process. In the case of administrative agency filing deadlines, the Company
9 agrees to request that the agency treat the running of filing deadlines as having been
10 stopped. Nothing in this paragraph is intended to interfere with the right of administrative

11 63. Court has supplemental jurisdiction for claims arising out of related this matter.

12 64. Google **ended arbitration requirement for ALL of the employee**
13 **disputes/claims.** Earlier google allowed only sexual harassment claims to be taken to court but
14 then Google changed. Goal of arbitration was to have resolution of disputes in alternate way and
15 have access but then has become one of the tool for employers to get away with illegal,
16 wrongdoing, misconduct, violations. Arbitration is systemically designed for employers and not
17 for employees; also arbitrator gets PAID by an Employer (in my case GE paid arbitrator
18 \$40,000. So it is a BUSINESS for arbitrator and American arbitration association.)Big
19 corporations have a way to get away in such private environment. Employer especially company
20 like GE can SPEND INFINITE/ENDLESS TIME, RESOURCES and MONEY on
21 LITIGATION/Legal fight (any such activities)which employees can't even imagine to afford to.
22 In end result it HURTS society and all of us.

23 65. Arbitrator Peter Meyers didn't allow deposition of GE architect
24 into evidence at arbitration hearing. where Bill testified that GE product was insecure and
25 defective for years and lot more...The whole arbitration was illegal and I even left hearing on
26
27
28

1 second day and GE did arbitration hearing alone without me-GE and arbitrator on second day for
2 whole day finished arbitration..

3 **Arbitrator also didn't enter into arbitration hearing evidence "deposition of plaintiff**
4 **Madhuri Trivedi" where I alleged retaliation, discrimination, whistleblowing, hostile,**
5 **offensive, intimidating work environment and more. Arbitrator was picking and choosing**
6 **selective documents, testimony into hearing evidence that would benefit GE(from whom he**
7 **was getting PAID so he has vested interest to) and not employee Trivedi; along with LINE**
8 **of QUESTIONING that went at hearing.**

10 66. 9 U.S. Code § 12. Notice of motions to vacate or modify; service; stay of
11 proceedings; though Foley and mansfiled law firm I hired to send a letter to GE in July 2014.
12 Arbitrator award was given in August 2014, Foley&mansfiled had that award next day but
13 instead of mentioning this notice of motion to vacate; these lawyers forwarded me to Quitam
14 lawyers and while closed employment file..as shown in EXHIBIT ..Hence I request this
15 court to CONSIDER MITIGSTING CIRCUMSTANCES THT WERE BEYOND
16 CONTROL AND KNOWLEDGE OF TRIVEDI that this 9 U.S. Code § 12. Notice of
17 motions to vacate or modify was not filed in district court earlier.

20 67. This court along with original jurisdiction for other claims ; here

21 **9 USC § 10(a)(3)** FAA allow for vacatur for other arbitrator misconduct that leads to
22 an unfair arbitration hearing, including (2) a refusal to hear evidence pertinent
23 and material to the controversy, or (3) other misbehavior that substantially
24 prejudices the "rights of any party."

26 ✓ Forsythe Int'l, S.A. v. Gibbs Oil Company of Texas , 915 F.2d 1017, 1023 (5th Cir.
27 1990) - To vacate an arbitration award based on the refusal to hear and material
28

1 evidence, the evidentiary error “must be one that is not simply an error of law but which
2 so affects the rights of a party that it may be said he was deprived of a fair hearing.”

3 Forsythe Int’l, S.A. v. Gibbs Oil Company of Texas, 915 F.2d 1017, 1023 (5th Cir.
4 1990); **Hence arbitrator in Trivedi’s case deprived Plaintiff Trivedi of a fair hearing**
5 **as mentioned above and to be proved at discovery and trial.**

6
7 ✓ FAA a catch all clause allowing vacatur for any other misbehavior resulting in
8 substantial prejudice to the rights of any party. This clause has been
9 successfully invoked, for example, when the arbitrators received and re
10 lied on evidence on an ex parte basis outside the presence of the opposing party.

11 68. 9 U.S. Code § 9. Award of arbitrators; confirmation; jurisdiction; procedure ; GE and
12 Trivedi has not confirmed award of arbitrator TILL DATE AUGUST 2019 in any district court
13 through JUDGEMENT.
14

15 69. New Jersey is one such state (New Jersey Arbitration Act, N.J. Stat. § 2A: 23B-4c)
16 and there are others, including Texas and California. Nafta Traders, Inc. v. Quinn, 339 S.W.3d
17 84, 98-101 (Tex. 2011) (“We hold that the FAA does not preempt enforcement of an agreement
18 for expanded judicial review of an arbitration award enforceable under the [Texas Arbitration
19 Act]”); Cable Connection, Inc. v. DIRECTV, Inc., 190 P.3d 586 (Cal. 2008) (parties may
20 structure their agreement to allow for judicial review of legal error under California Arbitration
21 Act)
22

23 70. Trivedi didn’t know what “Solutions” was when she joined GE company and signed
24 that as a condition to get GE job offer. It is not proper for GE to later FORCE “solutions” like
25 they did when GE never provided copy of “Solution” at the time to condition of employment
26 **EXHIBIT 28, 29 was signed. Trivedi came to know about mandatory arbitration eh**
27 **nh**

1 immigration attorney Jeff Goldman sent a letter to GE CEO Mike Swinford and GE
2 attorney replied that Trivedi is bound by arbitration as shown below excerpts .

3 Email-----

4 **From:** Stekloff, Neil (GE Healthcare) [mailto:Neil.Stekloff@ge.com]

5 **Sent:** Wednesday, August 14, 2013 11:51 AM

6 **To:** Jeff Goldman

7 **Subject:** RE: Madhuri Trivedi

8
9 CONFIDENTIAL – FOR SETTLEMENT PURPOSES ONLY

10 Mr. Goldman:

11 I am in receipt of your letter to Mike Swinford regarding Madhuri Trivedi. As I suspect you are
12 aware given that I was cc'd on your e-mail, I am labor & employment counsel for GE
13 Healthcare. You can direct all further correspondence regarding this matter to me.
14

15 I also must point out that Ms. Trivedi agreed, as a condition of employment, to GE's alternative
16 dispute resolution (ADR) process, called Solutions. See her signed Solutions acknowledgment,
17 attached, which requires binding arbitration as its last step (Level IV). The step before
18 arbitration, Level III, is non-binding mediation before a neutral mediator – which GE pays for.

19 *****End of email here

20 71. As per GE's solution manual PAGE 6- for arbitration , below are EXCLUDED
21 claims, and where third party is needed(though I didn't know at the time of arbitration about it)
22 Despite Neil Stekloff mentioned in email ONLY about mandatory arbitration.

23 Ge attorney wrote to my immigration attorney Jeff Goldman that Trivedi is bound by Level IV
24 mandatory arbitration while as stated above when Third party was necessary—to take advantage
25 of me /my lack of knowledge , Jeff goldman being immigration attorney –GE never mentioned
26 above..

27 Also excluded claims as above violation of Ge policy –those were reported to GE ombuds
28 person..

1 Given that my immigration was in GE hand GE ombuds, other HR manager no one had any
2 intention to do anything right, legal and did best to cover up

- 3
- 4 • Claims based on alleged violations of the GE Policy on Working with Governments
5 including, but not limited to, alleged violations of the federal False Claims Act (except
6 retaliation claims) or federal procurement laws or regulations (These should be
7 reported to the Office of the Ombudsperson or Company Compliance representative);
8 and
 - 9 • Claims brought by or against Covered Employees, where a third party would be
10 necessary to the resolution of any claims or where the absence of the third party
11 could subject the Company or the Covered Employee to inconsistent obligations, and
12 all parties do not agree to participate in Level III and to be bound by an arbitration
13 under Level IV of Solutions.

14 72. Even The Hall Street Court left the door open for parties to expand or modify the
15 scope of review for arbitration agreements governed by state arbitration statutes or the common
16 law. Id.at 590

17 73. Trivedi also assert that she has good faith basis for challenging the arbitral award.

18 74. Private cause of action jurisdiction of this court (I have a separate section about private
19 cause of action in this complaint so please refer to that for)

20 **75. FEDERAL JUDGE ANDREW HANEN IN BROWNSVILLE TEXAS**

21 **Judge Hanen READ my ENTIRE GE and DHS/immigration file for a person of**
22 **extra ordinary ability...I contacted his chambers and they forwarded 6 pound of material**
23 **to judge which he himself read. He wrote to Department of justice attorney Rick Lara to do**
24 **GRAND JURY CRIMINAL INVESTIGATION about GE and also concluded that I have**
25 **met burden to prove that I am a person of extra ordinary ability..His finding have DICTA**
26 **weight and importance as a FEDERAL Judge... Judge Hanen Read my GE file for**
27 **whistleblower retaliation and arbitration and found illegal , criminal conduct so he wrote to do**
28 **GRAND JURY criminal investigation about GE, GE medical devices, my termination, fraud,**

1 violations and this whole things.

2 And I also sent him my Immigration petition EB1 file that I petitioned with USCIS --(United
3 states citizenship and immigration services)..He separately concluded that I am a person of Extra
4 ordinary ability and in national interest waiver as that's what the petition I filed with immigration
5 after I was illegally(including but not limited to in retaliation and for not joining GE's fraud
6 scheme) terminated by GE...

8 76. I screwed up by not filing in Brownsville, TEXAS where federal Judge Hanen was
9 Presiding and instead filed DHS lawsuit in California and got stuck with judge
10 Donato. Judge Hanen would have ruled in my favour in my DHS case and also in my favor in
11 GE matter---he would have ordered grand jury criminal investigation though court order, and
12 held GE responsible for all the things they did
13

14 FBI agent in Brownsville Texas were judge wrote to do GRAND JURY investigation--
15 --- Shaun Owen FBI agent wanted to put GE as a criminal organization ---

----- Forwarded message -----

16 From: **Lara, Rick (USATXS)** <Rick.Lara@usdoj.gov>

Date: Thu, Oct 1, 2015 at 1:08 PM

17 Subject: FW: Fwd:

To: "Owen, Shaun H. (SA) (FBI)" <Shaun.Owen@ic.fbi.gov>

18 Cc: Madhuri Trivedi

19 Shaun, I am forwarding the e-mail as discussed in our phone conversation.

20 Thanks,RL
21

22 77. This case by all means and legal standing deserves discovery and trial—and it would
23 be illegal not to have this case go through all trail process, discovery and litigation.

24 While Plaintiff Trivedi has been honest right from filing complaint about OSHA response and
25 DODIG response which both were not going to help me and I could have not told court that
26 OSHA erroneously concluded it didn't fit their 22 statutes and DODIG said statute of limitation
27

1 expired..I could have filed incomplete pleading but I choose to not be evasive and provide as
2 much true, complete, whole picture I can to court...

3
4 **78. SEC LETTER BELOW**

5 Plaintiff Trivedi incorporates by reference SEC letter below, as
6
7 though fully set forth herein, as well as facts currently unknown
8
9 into paragraphs 1 to 33-last pragraph in this complaint.,

10 SECURITIES AND EXCHANGE COMMISSION(SEC)

11
12 ENFORCEMENT ACTION –COMPLAINT RELATED TO GE

13
14 HEALTHCARE

15 **SEC File # [REDACTED] 1/GE Healthcare**

16
17 From: [REDACTED]@sec.gov>

18 02/13/2019 (3 months ago)

19 To: Madhuri Trivedi

20 Dear Madhuri Trivedi:

21 We are taking your complaint very seriously, and have referred it to the appropriate people within the SEC.

22 Please understand that the SEC generally conducts its investigations on a confidential basis and neither
23 confirms nor denies the existence of an investigation unless we bring charges against someone
24 involved. We do this to protect the integrity and effectiveness of our investigative process and to
preserve the privacy of the individuals and entities involved. As a result, we will not be able to provide
you with any future updates on the status of your complaint or of any pending SEC investigation.

25 I've attached a flyer that describes our policy as it will apply to your complaint. Please contact me
26 if you have other questions.

27 Sincerely,
28 [REDACTED]

1 [REDACTED]
2 [REDACTED]
3
4 **Information About SEC Investigations**

5 Each year, thousands of investors ask the Securities and Exchange Commission to
6 investigate the activities of other investors, financial professionals, corporations, brokerage
7 firms, investment companies, stock exchanges, and others. These complaints generally suggest
8 some impropriety or misconduct and sometimes make a plea to the SEC for direct assistance in
9 resolving a grievance.

10 The SEC has the authority to investigate whether violations of the federal securities laws
11 have occurred, and we make every effort to evaluate promptly and thoroughly the information
12 provided by investors. But we cannot investigate every investor complaint. While many
13 investor complaints do lead to full investigations and, if appropriate, to enforcement actions, we
14 cannot guarantee that our review will lead to further investigation or that the SEC will take any
15 legal action.

16 We also cannot provide you with updates on the status of your complaint or your request for
17 an investigation. The SEC generally conducts investigations confidentially for two main
18 reasons. First, we can conduct investigations more effectively if they are not announced
19 publicly. For instance, important documents and evidence can be destroyed quickly if people
20 hear of an investigation. Second, we keep our investigations confidential to protect the
21 reputations of companies and individuals if we find no wrongdoing or decide we cannot bring a
22 successful action against them. The SEC will not typically confirm or deny the existence of an
23 investigation unless, and until, it becomes a matter of public record as the result of a court action
24 or administrative proceeding.

25 When there is proof that someone has violated the securities laws, the sanctions may
26 include financial penalties, orders to surrender profits, cease and desist orders, or an injunction
27 by a court to prevent further violations. The SEC may also bar individuals from working for a
28 securities firm, investment adviser, or investment company. We can also ask a federal court to
bar individuals from being officers and directors of publicly held companies. In some situations,
we may refer a case to the Department of Justice for possible criminal prosecution.

The SEC publishes news releases about its lawsuits and administrative actions, and the
news media often report on them. You can read and download the SEC's "Enforcement
Actions" on our website at www.sec.gov/divisions/enforce/enforceactions.shtml. Or you can
obtain hard copies by contacting us at:

Office of Public Reference
100 F Street, N.E.
Washington, DC 20549-0102

Phone: (202) 551-8090

Fax: (202) 777-1027

E-mail: publicinfo@sec.gov

79. EQUITABLE TOLLING

79.1. Tolling is a legal doctrine that allows for the pausing or delaying of the running of the period of time set forth by a statute of limitations, such that a lawsuit may potentially be filed even after the statute of limitations has run.

79.2. Equitable tolling is a common principle of law stating that a statute of limitations shall not bar a claim in cases where the plaintiff, despite use of due diligence, could not or did not discover the injury until after the expiration of the limitations period.

79.3. For example, when pursuing one of several legal remedies, the statute of limitations on the remedies not being pursued will be equitably tolled if the plaintiff can show:

- Lack of prejudice to the defendant
- Reasonable good faith conduct on part of the plaintiff.

80. It has been held that equitable tolling applies principally if the plaintiff is actively misled by the defendant about the cause of action or is prevented in some extraordinary way from asserting his or her rights. Importantly, it has also been held that the equitable tolling doctrine does not require wrongful conduct on the part of the defendant, such as fraud or misrepresentation.

81. Hence Plaintiff Trivedi incorporates by reference, as though fully set forth herein Equitable tolling as it applies to cause of actions brought here in this complaint.

1 **FACTS RELEVANT TO CLAIMS ALLEGED HEREIN**

2 **A. Background of Plaintiff's employment at GE**

3 82. Plaintiff has bachelor in electronics and telecommunication engineering with
4 distinction grade from India, Post graduate diploma in business administration(PGDBA) from
5 India, Masters in Computer Information science from Cleveland state university, Ohio; and has
6 done graduate certificate course(equivalent to Masters level but not a degree) in Systems design
7 and management from Massachusetts institute of technology, Cambridge, MA. She has prior to
8 joining GE worked in multiple domains including in enterprise solutions, biotech, enterprise
9 security and healthcare IT;for big corporation as well as do or die entrepreneurial startups.
10

11 83. **Plaintiff joined GE healthcare in Waukesha, Wisconsin in 2011 as a Lead**
12 **engineer- fulltime GE employee.**
13

14 84.prior to that I worked for GE intelligent platforms in 2010..GE interviewed me in
15 2009 and next day offered job on phone as a fulltime GE employee. After few weeks VP of
16 engineering Reema Poddar mentioned that as GE has taken from government TARP(Troubled
17 asset relief program) money; hence GE can't do my H1-hence would bring me on board first as a
18 consultant-employed through Adecco-noramtec consulting(have them to H1B) and then after 2-3
19 months will do H1...I believed in their scheme and agreed. (At GE Intelligent Platforms in
20 Boston; as part of a two engineer team reporting to Chief Technology Officer of GE
21 Transportation Steve Edner, Plaintiff did Application development /support for remotely
22 monitoring GE assets. This solution generated multi million in revenues for GE Intelligent
23 platforms).GE emailed that they are happy and will do my H1 B transfer to GE (from
24 Adecco/Noramtec consulting) as fulltime job with GE. GE filed my H1 B LCA with labor
25 department- attached approved copy(by mistake lawyer wrote my OLD married name as
26
27
28

1 'Shukla') (EXHIBIT 20) –I left GE intelligent platforms as GE told me shortly after this that
2 they are terminating my contract. I didn't fight back then –At that time also immigration attorney
3 for GE was Fragomen Del Rey, Bernsen & Loewy, LLP law firm's Jenny S. Schrager.

4
5 **(GE Boston)GE Intelligent Platforms/GE Transportation LCA in**
6 **2010 and Full time job –HR manager, H1 B visa at Boston in 2010**

7 From: George.Harmon@ge.com > To: madhuritrivedi@hotmail.com

8 Date: Wed, 16 Jun 2010 15:46:13 -0400

9 Madhuri

10 The attached Labor Condition Application is associated with your H-1B
11 Filing. Please keep this with your records and acknowledge receipt by
12 dating and signing the top page. Then return the top page to me via
13 e-mail or fax 814-690-1760.

14 Please note that the filing associated with the attached LCA has been
15 reviewed, endorsed, and returned to Fragomen via UPS for further
16 processing with USCIS.

17 **From:** Trivedi, Madhuri (GE Intelligent Platforms, Non-GE)

18 **Sent:** Friday, May 14, 2010 10:31 AM

19 **To:** Collins, Melanie (GE Intelligent Platforms)

20 **Subject:** RE: Today's Discussion

21 HI Melanie

22 I am happy to be on board and for this offer. I will fill out the forms soon.

23 Regards and thanks Madhuri

24
25 **From:** Collins, Melanie (GE Intelligent Platforms)

26 **Sent:** Thursday, May 13, 2010 2:40 PM

27 **To:** Trivedi, Madhuri (GE Intelligent Platforms, Non-GE)

28 **Subject:** Today's Discussion

Hi Madhuri,

I just wanted to send you a recap of our discussion today. We'd like to extend you a full time
offer with base salary of \$84,000 with a start date of "TBD". This is due to the fact that it will
take a week or two to transition you to full time employment as it pertains to our systems,
payroll, etc. Start date should be early June timeframe.

I've also attached an overview of our benefits for your review. We are so happy to have you on
board and appreciate all of the great work you've done for us.

Kind Regards, Melanie

Melanie Collins

Human Resources Manager

GE - Intelligent Platforms :: +1 508-698-7566 | Dial Comm: *309-7566 ::

Melanie.Collins@ge.com

*****END of email

1 85. After GE intelligent Platforms in Boston ; I joined State of Indian –department of
2 Disability and rehabilitation.I was getting paid less at State of Indiana then what GE healthcare
3 offered but I was contended at State of Indiana; it was also low stress job. I resigned from state
4 of Indiana job as GE Healthcare induced me into giving a greencard, permanent residency, more
5 salary as while at state of Indiana I was on my fifth year of H1 B(approaching total six year of
6 h1B time).

8 86. –It was my mistake to move from Indiana to remote , cold place where GE had no
9 real intention to give me permanent job which I needed in order for my greencard but I was
10 INDUCED by GE(lots and lots –one can SAY MOST of product development-software
11 firmware is outsourced and not done in USA or /and in Waukesha) .

13 87. .It was my mistake that I moved to Waukesha from State of Indian –department of
14 Disability and rehabilitation job.

15 88. Later GE healthcare came back in 2011 for Waukesha, WI full time job; even before
16 in-person interview I emailed GE manager David Mehring and architect Nate Davis (EXHIBIT
17 21) that my PERM (with department of labor)for greencard needs to be filed at least 365 days
18 before My total 6 years of H1 runs out(H1 B expires) in order for me to get 1 year extension for
19 my H1 B until I get greencard.(.But after HIRING me, knowingly GEHC didn't file PERM at
20 least 365 days before my H1 so even when GEHC was terrorizing me I could left GE and work
21 at another company –so this was a conspiracy.). Jenny Schragger Fragomen immigration
22 attorney should be in jail along with GE people.

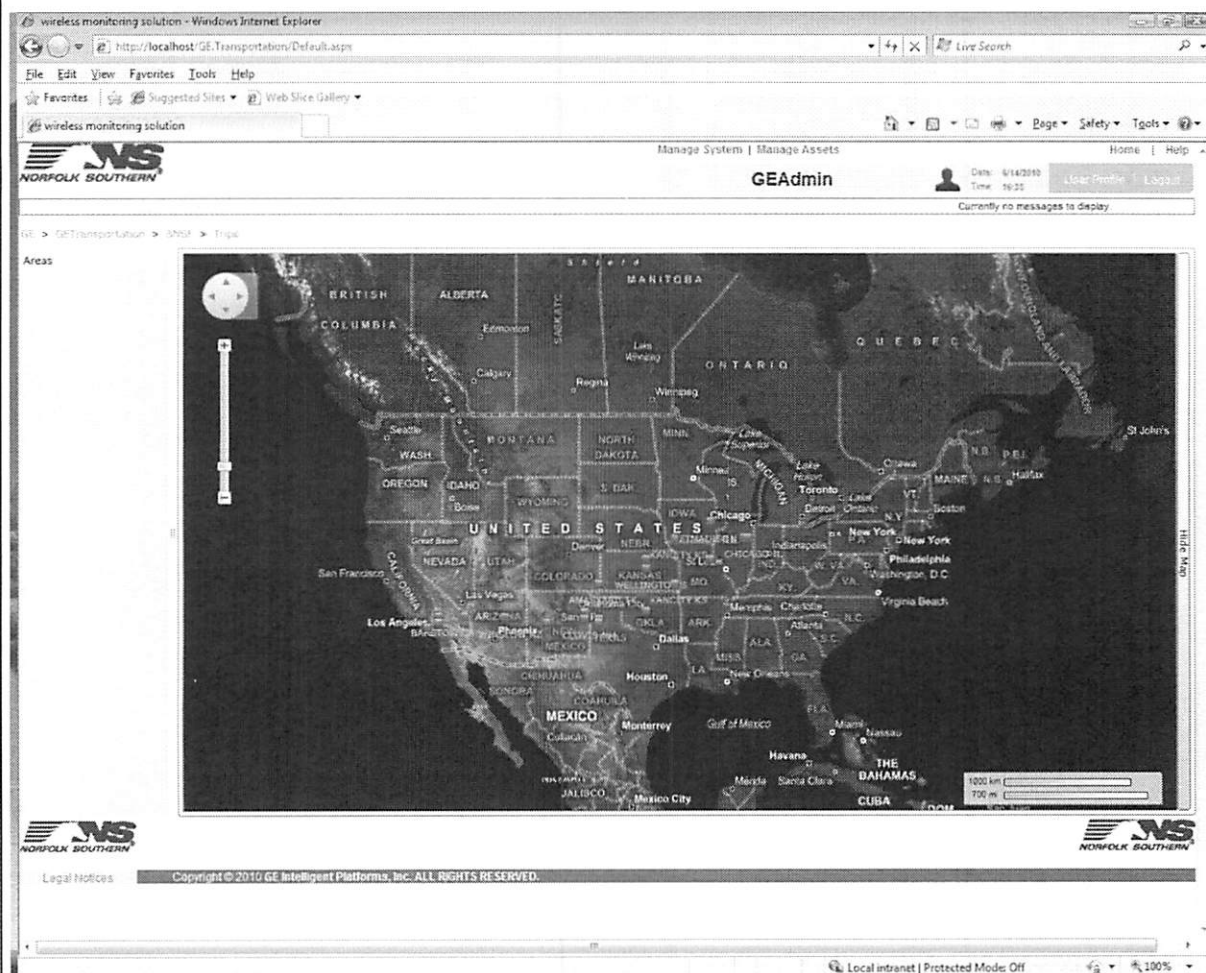
25 89. **Below is what shows history, relationship between GEIP, Boston and**
26 **GEHC, Waukesha, WI.**

27 90. Same GE intelligent platforms people from BOSTON, MA including Reema Poddar
28

1 -my former senior Boss (head of remote service solution at Boston) was driving new platform
 2 that Jeff Immelt was developing –and he bet billion of it—At Boston I worked on and I was first
 3 handful of engineers who developed asset management platform NOW it became PREDIX –jet
 4 engine , energy electric grid, locomotive rail engine—GE , Reema Poddar did best by
 5 humiliating me as a consultant and giving HIGHEST degree of tension about converting my
 6 consulting role into full time –(GE Intelligent Platforms in Boston,MA , Reema first offered full
 7 time job and then after dragging it for sometime and telling that as GE took government money -
 8 TARP(Troubled asset relief program) –I FIRST join GE as a consultant instead of full time
 9 employee—)

10
 11 **Below is GEIP, Boston projects I did:**
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Cc: Kapusta, Bill (GE Intelligent Platforms)

Subject: GE Jenbacher docs

Jenbacher docs. I'll have to sift through them and my notes and come up with a requirements document for us to move on. I think it will be more like Energy than Transportation with actual assets to monitor.

Chris

From: Wienzek, Mark (GE Intelligent Platforms)

Sent: Friday, May 07, 2010 1:16 PM

To: Bowman, Ward (GE Intelligent Platforms)

Cc: Blair, Jason (GE Intelligent Platforms); Watt, Blayne (GE Intelligent Platforms); Baldwin, Christopher (GE Intelligent Platforms); Neri, Stephen (GE Intelligent Platforms); Paiva, Kenneth (GE Intelligent Platforms); Trivedi, Madhuri (GE Intelligent Platforms, Non-GE)

Subject: UI Automation in Silverlight

Ward,

Not sure if Engineering has started looking into making the DVS system accessible through UI automation but I think we should start thinking about it. Mark

Below are several links:

Silverlight Accessibility Overview

- [http://msdn.microsoft.com/en-us/library/cc707824\(VS.95\).aspx](http://msdn.microsoft.com/en-us/library/cc707824(VS.95).aspx)

UI Automation of a Silverlight Custom Control

- [http://msdn.microsoft.com/en-us/library/cc645045\(v=VS.95\).aspx](http://msdn.microsoft.com/en-us/library/cc645045(v=VS.95).aspx)

AutomationProperties.AutomationId Attached Property

- [http://msdn.microsoft.com/en-us/library/system.windows.automation.automationproperties.automationid\(v=VS.95\).aspx](http://msdn.microsoft.com/en-us/library/system.windows.automation.automationproperties.automationid(v=VS.95).aspx)

X

*****end of emails

92. Reema Poddar and all those Boston People came to know that I have joined GE healthcare in Waukesha...

93. Soon after joining GE healthcare in Waukesha, WI; I realized that GE healthcare HIRED ME as they wanted to get ahead of GE Boston people, playing internal GE subsidiary politics ; BECAUSE THEY WANTED INSIDER INFORMATION ABOUT GE BOSTON AND ALSO MY EXPERIENCE IN REMOTE SERVICE AT GE BOSTON APART FROM OTHER EXPERIENCE AND SKILLS BUT SOME OF THE FACTOR WAS ME WORKING IN SAME REMOTE SERVICE (also I worked in remote service at United Technology corporation in Connecticut; UTC is a competitor of GE in jet engine business).GE healthcare in waukesha wanted to get GE corporate funding that GE Boston people were allocated and Boston

1 people were Driving that remote asset management project—which GE healthcare people were
2 MAD at because GE healthcare people thought that we have already been doing Remote Service
3 for some years while GE boston people have no experience in remote service...(I have email
4 communication some of it to prove this)Plus GE healthcare people thought and believed that as
5 being in healthcare GEHC have more knowledge of it than GE Boston people—how the Hell GE
6 Boston got the funding and HOW TO GET all the GE CORPORATE FUNDING and attention
7 back to GE healthcare in terms of REMOTE SERVICE and REMOTE Asset management..so I
8 was a SCAPEGOAT of GE division infighting and this intra subsidiary politics...

10 94. I worked super hard in Boston, MA hoping that if I do so GE will hire me as a full
11 time as GE has promised and I did delivered...But again during our last couple of meetings;
12 engineering manager himself started discussing –and it came up that lots of work needed to be
13 done in terms cybersecurity – needed LOT more TIME, money and Schedule than Rapid
14 application development GE Boston was doing; especially for GE aviation jet engines and GE
15 energy Electric grids, GE locomotives , GE water tanks--GE Intelligent Platforms in Boston –
16 Reema Poddar, Engineering managers and program mangers didn't care to allot time, resources
17 to address this and kept deploying these solutions for various GE divisions and GE customers..
18 Plaintiff Trivedi's role was different and there were separate Cybersecurity effort/people(Trivedi
19 didn't mean NOR wanted to Step in Toes of those cybersecurity efforts/people –do their job
20 instead of what she was assigned and Trivedi was not assigned on cybersecurity work PLUS
21 TRIVEDI needed scheduling permission in terms of Time and Tasks to do from PROGRAM
22 MANAGERS for example Ken Paiva and General manager who allocate finances in order to do
23 and several people were required to do this instead of JUST ONE PERSON TRIVEDI)--- I
24 didn't fight and was 100% polite –I was focused on delivering what GE Boston told me to do..
25
26
27
28

1 95. ...Coming back to GE healthcare in Waukesha, WI –as I alleged in my complaint
 2 "Insite exc" was falling apart--with 465 critical defects –and GE retaliated, framed me for not
 3 joining GE healthcare's fraudulent scheme for SIGNING OFF on Test plans that Insite EXC is
 4 working fine (so GE healthcare can release it for SURGEY MOBILE ARM OEC 9900) and
 5 other medical devices—I declined and I wrote to managers that GE is not following quality
 6 procedures, it has security defects, vulnerabilities , GE's massive mountain size EGO was hurt
 7 plus I was an IMMIGRANT WOMAN WHOSE IMMIGRATION WAS IN GE's HAND –
 8 exposing GE and it's managers about such wrongdoing –Despite such a desperate cry, calls,
 9 emails and including but not limited to threats by GE's internal divisions to SUE GE- as GE was
 10 not fulfilling it's service contract obligation –GE signs with hospital and doctors when they buy
 11 GE healthcare medical devices---I am aware of email sent to general manager David Elario by
 12 GE division (for example X Ray, Surgery divisions) that they would Sue Global service
 13 Technology –GST(I worked at GST division who provided SERVICE technology and support
 14 to GE medical devices)..

15 96. GE healthcare and it's management were NOT at ALL SERIOUS to replace Insite
 16 EXC (replacing it totally with new remote service and control platform..)---...NORE GE
 17 healthcare was working on either fixing Insite EXC critical defects, cybersecurity vulnerabilities,
 18 performance, quality and more. ZERO sense of doing it Immediately or as soon as POSSIBLE>

19 97. INSTEAD GE under new initiative by Jeff Immelt was working on developing JUST
 20 ONE PLATFORM THAT WORKS FOR ALL GE DIVISIONS- at Waukesha, WI – we were
 21 working with GE intelligent platforms in FOXBOURO, Boston< MA , GE Energy, GE digital in
 22 Detroit, GE transportation in Pennsylvania and bunch of other division who on daily basis wrote
 23 bad, GE internal divisions' infighting, insulting email to each other, fought daily –diverted blame

1 on each other—and wanted to get all or as much as financial funding from GE corporate and also
 2 CREDIT, recognition, politics and appreciation etc for developing new platforms –so wanted to
 3 show other GE division as stupid and incompetent...and again it was same Immigration attorney
 4 handling my immigration case in Waukesha < WI Jenny Schragger (Exhibit 11, 20, 23 of plaintiff
 5 complaint in this court) ---ONE REMOTE SERVICE PLATFORM that FITS all GE assets such
 6 as GE energy, GE intelligent platforms, GE transportation, GE healthcare medical devices—was
 7 not going anywhere for more than two years PRIOR to me joining GE Healthcare and also while
 8 I was at GE –it was number of issues and was stagnant --- Reema Poddar and others from GE
 9 Boston were driving this one REMOTE platform FITS all GE assets ---new initiative --SO GE
 10 healthcare thought that along the line after unknown number of years , at one point of time –
 11 hopefully we will replace “Insite EXC” when this new BIG platform that works for all GE
 12 ASSETS will be developed.

15 98. During Trivedi’s First project insite exc integration; Trivedi uncovered cyber
 16 securities issues, quality issues and defects , fraud ---GE manager moved second half my
 17 duration at GEHC but at that time
 18 –customers, support group would still call me/email for insite exc support as no one was helping
 19 them and they couldn’t do their job –including MRI—I mentioned that to manger in one on one
 20 and manager continued retaliation...second project had lots of infighting , disfunction and
 21 chaos...GE was failing and when lead systems designer were not able to do technical job they
 22 diverted his blame to me..sachin kendale(his linkedin profile EXHIBIT 34) naresh wrote code
 23 that took 20-40 minute on screen to load 1000 devices---second project I was assigned to FIX
 24 BUGS/defects –there were more than 250-300 open defects and design issues on second project
 25 that Trivedi was assigned to test and FIX...While I was doing testing again it opened can of
 26
 27
 28

1 worms for which technically incompetent GEHC Greg Stratton, Nate Davis, Sachin Kendale,
 2 Naresh , some staff in India was responsible along with other GE energy, GE transportation, GE
 3 digital..Gregg statton was LSD and he was responsible for replacing Insite where he couldn't---
 4 In code review also I found out was he was doing wrong so he was exposed.(these emails are
 5 part of arbitration record.).he would fight daily on phone with other GE managers, write abusive
 6 emails—Trivedi was sitting right next to him..when sitting next to him due his such hostile
 7 behavior ; Trivedi was disturbed..and right round the time of sikh temple shooting in
 8 MILWAUKEE (Gregg Statton had valid gun license and he routinely when for HUNTING
 9 DEERS etc); as (mentioned in Mediations statement and letter by immigration attorney to CEO
 10 GE) that Gregg Stratton pointed fingers to me “shaping gun” ---**due to all this I moved my desk**
 11 **temporarily away from Greg as it was unproductive, hospital and intimidation..GE manger**
 12 **made big issue of how it will look and soon put me on PIP...at this same time I was asking**
 13 **senior management that my manager is retaliation because of my first project insite exc related ,**
 14 **raising security concerns ..and I should be given a another reporting manager and management**
 15 **kept denying while aggressively integrating and releasing insite exc..**

16
 17
 18
 19 99. There was no issue of my poor skills –the issue was my insite exc speaking up , GE's
 20 failure on second project to develop product within all GE divisions---Larry culp himself
 21 recently said that GE has to improve quality and stop infighting

22 100. Below press release shows that GE CEO Larry Culp HIMSELF has admitted that
 23 GE has infighting problems and problem of its products' quality...Plaintiff Trivedi alleges here
 24 in this complaint that these two factors play important role in GE getting rid of her while
 25 Madhuri was doing her job.

26
 27 Press release:---

1 [https://www.cnbc.com/2019/05/22/reuters-america-update-2-ge-needs-to-end-infighting-fix-](https://www.cnbc.com/2019/05/22/reuters-america-update-2-ge-needs-to-end-infighting-fix-quality-tighten-management-ceo.html)
2 [quality-tighten-management-ceo.html](https://www.cnbc.com/2019/05/22/reuters-america-update-2-ge-needs-to-end-infighting-fix-quality-tighten-management-ceo.html)

3 **UPDATE 2-GE needs to end infighting, fix quality, tighten management -CEO**

4 Published Wed, May 22 2019 2:49 PM EDT Reuters Alwyn Scott

5 (Recasts with comments about fixing GE's internal problems)

6 May 22 (Reuters) - General Electric Co, once seen as the epitome of corporate greatness, is
7 trying to end infighting between its divisions, tighten up management and fix quality problems
8 in its products, Chief Executive Officer Larry Culp said on Wednesday.

9
10 101. Plaintiff was terminated on May 31, 2013. Mediation was done in later 2013
11 and arbitration hearing was on May 2014. Arbitrator Final award was given on August 11,
12 2014.

13
14 102. Plaintiff contacted Food and Drug administration in December 2013 (EXHIBIT
15 5).

16 103. Plaintiff contacted Department homeland security in September 2013 by filing
17 visa and going in person to Milwaukee, WI DHS office.

18
19 104. For Dodd Frank act claims, breach of contract, SOX claims taking to district
20 court, SEC related claims, some other others –Plaintiff was not aware of her right to go to
21 district court earlier. No attorney she retained mentioned that prior.

22
23 **B. FBI supervisor Agent and FBI special agent in charge**

24
25 105. Plaintiff contacted FBI in Milwaukee, WI in April 2014. FBI Milwaukee
26 Supervisor Clayton Wible who after looking into details called back that GE matter is False
27 Claims Act/Quitam matter.

1 106. I contacted FBI again in California, San Francisco; wrote to special agent in
2 charge David Johnson in November 2015 about criminal investigation related to GE, my matter.
3 He assigned FBI agent. Last I met him in FBI San Francisco lobby in January 2017 and he said
4 he is leaving FBI and was SORRY; said that “it is not him”.

5 107. Below is emails as reference.

6 From: Wible, Clayton M. (MW) (FBI) <Clayton.Wible@ic.fbi.gov>

7 Date: Tue, Aug 25, 2015 at 6:37 AM Subject: RE: Please contact US att General Loretta
8 Lynch To: Madhuri Trivedi

9 Madhuri, As we have discussed before, I am unable to intervene or lobby on your behalf.
10 While the following does not represent legal advice, I can only suggest the very action(s)
11 I have suggested in the past: hire new, or keep working with existing, legal representation
12 to address your immigration matters. For the above reasons and more, I cannot and will
13 not be contacting AG Lynch as you requested. Sincerely, SSA Wible

14 108. **Later David was appointed as Executive assistant director of FBI reporting**
15 **to James Comey. In January 2017, David left FBI.**

16 From: Johnson, David J. (SF) (FBI) <David.J.Johnson@ic.fbi.gov>

17 Date: Tue, Nov 24, 2015 at 9:20 AM Subject: RE: MIT alum: Work authorization,
18 Extreme hardship declaration, financial loss, humanitarian and distress

19 To: Madhuri Trivedi Cc: “San.Francisco” <San.Francisco@ic.fbi.gov>

20 Good morning—I have received your email and will have someone reach out to you.
21 Thank you. David
22

C. GE fraud related

109. Connectivity –lucrative money making service contracts (which generates annual recurring revenue for GEHC(in terms of upto \$8 billion per year) instead of ONETIME sale of medical device) was better than critical defects-bugs-security vulnerabilities-design nonconformance –all of these put public health, safety, security and privacy of their data at risk and exposure. Poorly protected & patched , Internet Network connected with No proper and adequate detection & alerting. Vulnerabilities of devices are RECIPE of DISASTER in hospital, & health system . When Plaintiff mentioned that "why we are still shipping defective Insite2 product" : David Mehring mentioned that during a group meeting that "Connectivity is better than Insite2 product" (means at least medical device will have connectivity).

"InsiteEXC" "Insite2"

110. At GE Healthcare, remote service and connectivity medical device "InsiteEXC" / "Insite2" was remotely communicating and controlling 100,000 medical devices. Medical devices were **ultrasound, MRI, surgery , Lunar, radiology servers** and more. (Most of the GE medical devices were SOLD with INSITE EXC PREINSTALLED; InsiteEXC was part of service contract offerings.

111. There were defects in terms of 465-2000 total bugs and **465 defects(EXHIBIT 9)** in category of critical design non conformances in PRODUCTION (means already in USE at hospitals); unresolved for several years and medical Device

Insite Exc was launched in 2004.

SPR Trends

Count of id		Classification		
Year	State	Defect-Design NC	Improvement Opportunity	Grand Total
- 2004	Assigned	2	2	4
	New	4	4	8
- 2005	Assigned	5	8	13
	New	6	4	10
	Resolved	1	1	2
- 2006	Assigned	45	14	59
	New	32	9	41
	Resolved	27	7	34
- 2007	Assigned	27	5	32
	New	258	52	310
	Resolved	18	8	26
- 2008	Assigned	9	1	10
	New	6	1	7
	Resolved		1	1
- 2009	Assigned		1	1
	New	5	2	7
- 2010	New	12	2	14
- 2011	Assigned	3		3
	New	5	2	7
Grand Total		465	124	589

Changes in 3Q:

- 15 SPRs closed
- Reviewed and "dispositioned with justification" 12 Unacceptable Risk sprs imported incorrectly from DOTS

5.2 release

Open Issues:

- 465 Design Non-Conformances
- 124 Improvement Opportunities
- Will be closed with justification when RSvP program retires Quesstra back-office

112. It lacked security features, audit trails, activity logging and security reporting.. (i)

the

design and technology of Insite EXC were flawed as they were plagued with 465 critical defects unresolved for several years including severely deteriorating performance ---including but limited to that online engineers could not do remote connection to check, fix medical device(remote connection was a SELLING POINT for this product and all service contracts for insite EXC were signed based on remote connectivity; (ii) GE didn't publicly disclosed this issues; (iii) the Company lacked adequate management controls to report/fix/address these issues; and (iv) as a result of the foregoing, GE's public statements were materially false and/or misleading and/or lacked a reasonable basis.

1 113. Fraud attorney at Cohen Milstein law firm said that it is fraudulent inducement.

2 114. GE performed sham quality tests and “willfully concealed the existence,
3 frequency
4 and severity of the products’ defects,” with “grossly inadequate testing procedures”. Tech
5 leads/seniors were skipping quality steps, testing needed.
6

7 115. For knowingly selling defective, life threatening medical devices used by
8 Department

9 116. of Defense, Veterans Hospitals; medicare, medicaid ; other public government
10 programs.
11

12 117. **Department of defense signed \$400 million of service contracts in last ten**
13 **years**

14 118. GE SEC filings 10-K state that “Our products are subject to regulation by
15 numerous
16 government agencies, including the U.S. Food and Drug Administration (U.S. FDA), as well as
17 various laws that apply to claims submitted under Medicare, Medicaid or other government
18 funded healthcare programs.”
19

20 119. (In 2013 , at Veterans hospital in NY patient died due to faulty GE MRI
21 system.....so
22 GE has been reckless in their devices).

23 120. For bringing this fraud and defects to management's attention and NOT willing to
24 participate in their fraudulent scheme. Madhuri- I was harassed, received abusive treatment and
25 wrongly accused of insubordination . She was also ostracized and marginalized by management.
26 Since then I have been suffering terrorizing acts due to GE and their influence at all level
27
28

1 121. EXHIBIT 17 attached- for many GE devices, they are making claims that it has
2 HIPPA /HITECH robust, security, audit trails, reporting which is false.

3 122. These medical products were critical to the care of the hospital patients, including
4 armed services personnel and veterans, and The fact that the defective nature of these products
5 was not disclosed is unconscionable
6

7 123. While doing public release—intentionally hide information from shareholders and

8 124. SEC as per section 302 and 402 public release, inside and outside-company sales,
9 marketing and customer brochures with/for various medical devices such as surgery arm, cardio
10 etc. Sales information online for medical devices and public press release----and elsewhere
11 where GE omitted and misstated /failed to disclose any InsiteEXC issues/facts/truth --instead
12 bolstered it ..
13

14 125. **the company is required to disclose all “material information” –information**
15 **that**
16 **an investor would consider important in the evaluation of an investment decision.**

17 126. Several Finance managers at GE knew it and they work with internal and external
18 auditors...
19

20 127. Laws prohibit deceptive practices for use, benefits of company business, revenue,
21 profit...
22

23 128. Failing to disclose material information concerning its usage, operation,
24 maintenance
25 not as advertised, sold and mentioned in contract agreement; with intentional inducement ..failed
26 to willfully disclose and actively concealed defects for upto years(last 5-7 years where hundreds
27 of critical defects). Fraudulent Concealment by GE.
28

I. InsiteEXC internal customers struggle for months to establish connectivity and Trivedi found short term fix

129. While after joining GEHC in 2011, right on my 2nd week on joining GEHC I found a work around where earlier online engineers (internal customer Missy Polak Ryan also complained)couldn't do remote connection to medical devices in hospitals and hence couldn't fulfil service contract OBLIGATIONS WITH CLIENTS/signed with DOD-department of defense/other hospitals—for months they were struggling and engineering staff couldn't find solution to problems. On my 2nd week I found a work around and send document first to Glen Livermore which was used by hundreds of online engineers/service engineers, was CRITICAL globally to do remote connectivity -it was a bandage –short term fix (to stop bleeding in operations and remote service and allow online engineer to do their jo and HENCE fulfil SERVICE CONTRACT OBLIGATIONS WITH CLIENTS). Long term fix was to developed new platform from ground up.

130. Male GE engineering staff looked (was obvious to they were incompetency) technically incompetent after above incident and as I started making waves.. Soon after that

II. Deposition of GE architect Bill Barbiux

131. Deposition of GE architect Bill Barbiux taken by Madhuri. Transcript deposition pieces(EXHIBIT 16)

Page 3 Q Did I treat you with respect when I was withGE?

A Yes.

1 Q You had good working relationship with me , right?

2 A Yep.

3 Page 61 Q So in your opinion, the work I did for -- I did for security VNC server
4 issues on Surgery was good work, and it was good for GST given that I was a couple
5 of months old within the company, and it was -- I was bringing tons of issues, and it
6 was too much for them. I was expressing tons of concerns, and it was truth. It was
7 not just -- It was happening. Things were not working the way they were supposed
8 to.
9

10 Q Good work for GST.

11 A Yes. Technically, I thought what you were doing -- a lot of what you were doing
12 Made sense.....
13

14 Page 107 Q Do you have knowledge that there were design nonconformances,
15 means defects in Insite ExC in production?

16 A Yes.

17 Q Do you have any idea of how many of them?

18 A I don't recall. I know there were several hundred or more.

19 Q So it says 465.

20 A Okay.

21 Q So your -- I'm talking about -- I'm just consolidating everything in one
22 sentence. Your point was connectivity is better than defects in Insite ExC. At the least we
23 would have connectivity?
24

25 A Right.

26 Page 168 Q At the time of Insite ExC release, when it was public facing, it failed
27

28

1 a security test or had the security concerns?

2 A Yes.

3 Page 170 Q Insite ExC in production had security issues. Is that correct?

4 A The user interface, which is a little bit different, yes, had some security
5 vulnerabilities found during Scabba testing. Our mitigation was several things:
6

7 One of them was to move the user interface inside GE.

8 Q So some of the security vulnerability still exist today?

9 A Yes

10 Q So any GE employee inside GE network can potentially try to exploit that
11 vulnerability? A Depends on the vulnerability.
12

13 Q So is this -- Do you consider that's insider threat detection, and not having
14 Proper insider threat detection in place? Its considered insider threat detection, right?
15Given those security issues still exist where an insider can try to
16 potentially -- or can try to exploit those.

17 Q Is it considered good security strategy or is it --

18 A To move the interface to the inside?

19 Q And keep those security vulnerability as --

20 A That was one of our only options.The user interface was upgraded
21 from 4.1 to 5.2. That's where a lot of the vulnerabilities came in, so --
22

23 132. There are several other items Bill admitted as well (EXHIBIT 16)

24 **III. Retaliation and fraudulent integration of InsiteEXC when Trivedi reports to**
25 **management, executive Dave Elario who further threatens to take Trivedi off**
26 **job and more aggressively releases Insite**
27

1 133. Plaintiff suffered disparate treatment, retaliation harassment including sexual in
2 nature for not joining GE's fraud scheme.

3 134. GEHC manager David Mehring and project lead scheduled 23 days (EXHIBIT
4 26)

5
6 for me to finish ;

7
8 1000 pages worth of testing procedure and at the same time develop new testing procedure for
9 1000 pages that would work on linux and windows platform both and also work on linux while

10 135. Plaintiff Trivedi was working on a project "integration of Insite2/Insite EXC on
11 surgery platform"; Ms. Trivedi found and investigated issues of product being vulnerable for
12 security attacks/hacking. Security vulnerabilities were agent was accessible by multiple ports.
13

14
15 136. Being new to company I did contributed and delivered values. There is a Trend of
16 shifting/putting blame inappropriately for things I am not responsible or I have no control over
17 it, discrimination (being a female engineer and nationality) and retaliation for bring out those
18 security/quality issues; while they were showing disregard to address/fix and prevent these very
19 important issues from happening. It was a job needs to be taken seriously. This is a SERIOUS
20 problem and I was trying to take care and was doing best job. My performance was geared for
21 making sure that these kinds of quality/security issues does not happen to medical devices. At
22 GEHC, I put this at first and foremost in my daily job and duties.
23

24 137. When I pointed out deficiency on systems; manager/leads got upset and treated
25 me
26
27 discriminatory. Other employees who were doing this kind of work were not held accountable.
28 They were not making waves. I was retaliated for coming out/coming forward. Manager

1 differentiated between them and Ms. Trivedi in treatment when it came from a minority woman
2 who is a hard working engineer. Ms. Trivedi was put on a PIP to **improve relationship** There
3 are several factual evidences including but not limited to that Ms. Trivedi was working with
4 dedication to quality, technical rigor, Inclusiveness and clear thinking.

5
6 138. When I requested a meeting with Dave Elario; he did not come as her mother got
7 sick
8 he said. I sent information to him regarding what was happening via email. After sometime to
9 find a solution; in early February I requested Dave Elario's boss Mike Swinford to meet and help.
10 Mike sent Dave Elario to meet with me. Dave Elario got very upset at me as I went to his boss
11 and told me that even if his boss Mike wants to transfer me to another group/manager, Dave E.
12 won't let that happen and he will advise Mike Swinford against that and against supporting me.
13 Also Dave Elario threatened that he will take me out of job. (Ms.Trivedi thought there would be
14 an open door policy.) After a week of this they put me on a Performance improvement
15 plant(PIP). During PIP also managers lied of what we discussed my progress, manipulated
16 discussion and kept harassing me; beating me up no matter what I did..I was also all burnt out
17 and exhausted- mentally, emotionally and physically due to their torture and such disperate
18 treatment, retaliation.
19
20

21 139. My email to Dave Elario with highlights paragraph relevant this
22 cause of
23 actions and allegation here. And Dave Elario's response email that I work on my relationship
24 skills.
25
26
27
28

From: Elario, David (GE Healthcare) <David.Elario@med.ge.com>
Sent: Friday, November 16, 2012 8:07 AM
To: Trivedi, Madhuri (GE Healthcare) <Madhuri.J.Trivedi@ge.com>
Subject: Re: information

Madhuri,

Thank you for the info. I know you spent time with Mike Truman and others a few weeks back. If there are open issues, please circle back with Mike or Dave Mehring.

One thing I've learned over the years is that not all of my ideas are supported. I've always tried to work to understand rationale at times but sometimes the business does make decisions to move in a direction. Sometimes, I've seen that my idea while not right at the time later got accepted. In the end, we all should stay focused on working on our responsibilities and building strong relationships.

Dave Elario
 GM Core HCS Services
 Global Services
 3114 N. Grandview Blvd

From: Trivedi, Madhuri (GE Healthcare) **Sent:** Thursday, November 15, 2012 1:04 PM **To:** Elario, David (GE Healthcare) **Cc:** Trivedi, Madhuri (GE Healthcare) **Subject:** FW: information

Hi Dave Elario,

Resending this email again; it's 2MB size. Thank you for your time.

Best,Madhuri

From: Trivedi, Madhuri (GE Healthcare) **Sent:** Saturday, November 03, 2012 6:20 AM **To:** Elario, David (GE Healthcare) **Cc:** Trivedi, Madhuri (GE Healthcare) **Subject:** information

Respected Dave Elario,

Hope your mother is feeling well now. I wanted to go over few things during our meeting.

☒ There had been some security/configuration issues when I was testing Insite Exc-agent for remote desktop was running on IPV4/IPV6 and also on multiple ports by default(so it is wide open for world to access and hack the system). There was lots of investigation and solutions I worked on to address these...but the project lead for that did not have any time scheduled for this. And was not helpful to address this. I had several HITECH/HIPPA training before and have worked in Healthcare and know it's addresses confidentiality, availability and security of data. so I wanted to address this as it was crucial.

1 So instead of addressing and investigating why it's failing; LSD and PL(mentioned this to manager
 2 also) they were over confident and took Windows and Linux as same when it's apples and oranges. &
 3 created problem for me.
 4

5 ☑ Greg yelled at RSVP team manager and lead several times and at the end for no reason he did that to
 6 me. David Mehrling told me that he has temper problem. So I have moved my cube(also I wanted to stay
 away from microwave)

7 ☑ ONLY Due to my work and support since December 2011 till date InsiteExc customers-OLE(more than
 8 100 OLEs have used documentation I created for support) can access device remotely using XP/Windows
 9

10 So instead of addressing/supporting these; they took it other way--..Is there any guidelines when a
 11 person is (doing a right thing and still tech leadership/manager do not take that into consideration and
 instead use it against) for us so that the person who brings this up and it is properly addressed and taken
 12 care and the person does not get into problem for doing right thing...

13 ☑ Doing right thing is what matter not pleasing people. I have always communicated nicely in a pleasing
 14 way; people should understand enormity.

15 Due to all this people who report to core team and other GST team don't even report all good work I
 16 do..Like my Exc support was never reported by the person in a quarterly review even though they know
 that I am doing it while they report about other team member. Should not things that actually happened
 should be reported.

17 This is short summary. I may send some remaining details later. I have worked in life science, Electronic
 18 Med Records, Health insurance area and remote service- each day I come to work excited forgetting all
 19 this behind but still others are not letting it go. When I am being blamed for things I am doing right..I
 have told Dave M that I will improve my influencing skills going on and I am already reading a book-and
 doing online courses.

20 ☑ I take ownership and deliver in agile (flexible to requirements and iterative) for projects from concept
 21 through delivery; but all this is unnecessary friction- mentioning all this to manager during 10n1 also do
 22 not do any good...are waste of time and energy and brings down my productivity because other people
 23 are also reporting to them so they listen to them more even though it's not right. I take work as a
 worship. Thank you very much for your time..

24
 25 140. Despite internal GE groups writing emails to Dave Elario that they can't fulfill
 26
 27
 28

1 contract obligation that they sign with customers(private , public and government hospitals ,
 2 doctors who use these medical devices). And I Madhuri also informed managers/Dave Elario
 3 about these issues.

4 141. Dave Elario-General manger at GE bragged how aggressively GE is integrating
 5 Insite
 6

7 Exc(name of defective medical device) in couple dozen medical device types. This was audio
 8 video recorded during quarterly internal townhall for all employee meeting. Despite all these: He
 9 and GE kept integrating, installing and releasing into production and to costumers(hospitals) on
 10 all kinds of medical devices(aka ultrasound,); ..And were proud to finish modality integrations
 11 on as many modality as fast and as quickly and as they can. While beating Madhuri and working
 12 on systematically to get rid of her. Even after Dave Elario was made aware of issues and that it is
 13 misleading, false and omission by not disclosing these issues as well as GE was saying that it
 14 was HIPPA-HITECH complaint but Insite EXC lacked adequate controls for this; --most critical
 15 is Insite EXC failed security tests from DAY 1 and knowingly GE released it on all kind of
 16 medical devices for years..
 17
 18

19 142. It is Conspiracy and false case made against Madhuri to end her employment with
 20 GEHC . When GE kept harassing me when I was doing my job, tests failed and as GE knew
 21 defects but knowingly didn't tell me about them instead tortured me that I am slow and stupid.
 22 but the truth was I did understand but they were technically incompetent and were doing fraud by
 23 concealing these material defects to me, customers and public- stakeholders and stockholders,
 24 regulator)
 25

26 143. Below is my First Project "Insite EXC" , manager's review where Dave Sallis
 27
 28

wrote that it is GE's problem. Also GE fired Dave Sallis just a month (April 2014)before my arbitration hearing on May 2014...

EXHIBIT 22 that

"Sean Scillen Quarles and Bradley attorney who represented GE at arbitration- he knowingly didn't provide EXHIBIT 22; where manager Dave Sallis "gave good rating in my performance review and wrote that it is GE's problem"-Sean didn't give this document during discovery(otherwise I would called Dave Sallis as WITNESS in hearing—and gave on the day of hearing –seconds before hearing began.."

EXHIBIT 22													
Feedback GST Engineering - Midyear 2012													
1 = lowest evidence 5 = highest evidence				Skills 1 thru 5		Performance 1 thru 5		Growth Values 1 thru 5		Written Examples/Comments			
Name	Team Name	Program Name (Please fill this in from which perspective you are providing the feedback)	Manager	Domain Knowledge	Technical Depth/Breadth	Personal Team Development	Teamwork	Communication	Quality of Work Products	Strategic Focus	Critical Thinking	Initiative & Courage	Self-Reflection
Trivedi, Madhuri	Secure Connectivity		Dave										
Please provide examples and specific inputs below to help make the feedback as valuable as possible. Please look at the new GV behavioral anchors to provide more inputs												Overall	
some conflicts that at this time I would put the emphasis on the more experience team members to grow and learn a better approach to bringing a new person on board. The environment of the team being really stretched factors into this too. We can discuss more in person if you really want to dive deep, however since she has been re-assigned, she seems to be working												Feedback Provider	
												D. Sallis	

144. With Second project RSVP GEIP project , there was lots of stress and tension between team leads/managers/memebers and overall..as there were three companies-GEHC, GEIP and GE Energy; hence different approaches, directions, priorities and it was not working well(even before Madhuri joined the team)

145. In Second project ;GE Digital manager Joe Purcell in Detroit and GE Digital team lead Barry in Detroit had concerns/conflicts with/about GE healthcare and Greg Stratton.

146. Mohieddine Barhoumi included me in defect review meeting where all leads/mangers/test engineers involved to help defect fixing . My contribution was impressive in those meeting and overall defect fixing. Joe Purcell, Barry and test engineers

1 from GEIP appreciated and thanked my approach, communication, collaboration and
2 technical skills. Test engineers wanted to do what Madhuri was suggesting and they were
3 delighted. In Second Project Joe Purcell, Barry also gave excellent performance review
4 including soft skills and relationship but GE healthcare manager David Mehring and GEHC
5 managers swallowed that and excluded any positive review I got about my “getting along” and
6 “relationship” ..
7

8 147. I believe it is marital discrimination as well as I am divorced so illegally and
9 pointing finger based on “relationship”—spouse of GE Executive lacked technical
10 executives and were driving product quality at GEHC..GEHC architect Ofir Dahan fought with
11 GEHC managers including my managers that “why these technical incompetent spouses of GE
12 managers and executives are driving quality of medical devices when she/they have no clue what
13 she/they are doing”. Ofir resigned from GEHC in April 2013(one month before I left)..GEHC
14 managers Carl Conrath and David Mehring lied that Ofir was fired for not getting along and
15 fighting but Ofir told me months back that he is leaving GEHC and ofir did RESIGN but GEHC
16 manager Carl Conrath and David Mehring thought that Madhuri wouldn’t know true reason why
17 Ofir left so best is to LIE..
18
19

20 148. During Second project other GE division (such as GE corporate, GE Energy,
21 GE Transportation, GE digital)project leads and managers were happy with me but GE
22 healthcare Wisconsin manager continuously retaliating and harassing me —for no reasons
23 —diverting their failure and blame onto me..
24

25 149. GE PRETEXT explanation is that I was transferred into second project);
26 into which GE managers all across country and in outside of USA were writing abusive
27 emails, verbal abusive phone calls, infighting and blaming each other —were totally
28

1 dysfunctional with 1% productivity as for two plus years didn't produce anything. During
2 my last month at GEHC, GEHC was looking to BUY READYMADE Software/firmware
3 from OUTSIDE Company.
4

5
6
7
8 **Below are details about H1 B visa, immigration withdrawal while arbitration**
9 **pending, Thermo fisher job offer, GE & Jenny's email that Trivedi can't use**
10 **PERM elsewhere so she can extend her H1 B after getting fired**
11

12
13
14 150. Jenny worked on my H1B visa and department of labor certification related
15 to H1 B in 2010 when I was employed at GE, Boston EXHIBIT 20.

16 151. Later Jenny worked on my H1 B visa when I joined GE healthcare in
17 Waukesha, WI. Jenny also sent EXHIBIT 23— permanent residency letter. And **Exhibit 11**
18
19 when my arbitration was pending that she and GE has cancelled my H1 B visa and won't
20 pursue filing I 140 after my PERM in May 2013 was approved as "a person of extra-
21 ordinary ability". Jenny has shown a cold, pre planned , heartless, illegal unethical actions with
22 similar intent to be part of GE's scheme of retaliation.
23

24
25 **From:** Jenny Schrager [mailto:JSchrager@Fragomen.com]

26 **Sent:** Wednesday, July 03, 2013 2:12 AM

27 **To:** Madhuri Trivedi

28 **Cc:** Holton, Adam (GE Healthcare); barbara.tremel@med.ge.com; Price, Catherine N (GE Healthcare)

Subject: RE: madhuri

1 Madhuri -

2 We need to make this clear. Unless we receive authorization from GE's internal legal counsel, we
3 cannot postpone withdrawal of the H-1B petition. Second, unless GE Healthcare can guarantee
4 that they have a permanent offer of employment available to you (in the same position/location
as listed on the PERM application), the green card application will not move forward (i.e. GE
Healthcare will NOT file the I-140 petition).

5 In addition, we cannot opine on whether you have a claim pursuant to the Violence Against
6 Women Act.

7 Please note that we are GE's immigration counsel at this time. As you are undergoing the
8 mediation process within GE, kindly remove my name from copy on future email
correspondence as this is an internal GE matter.

9 Finally, we are not authorized to provide you with any further immigration guidance as you are
10 no longer a GE employee. You may wish to seek personal counsel for any future immigration or
11 employment issues.

12 Regards,
13 Jenny
14 Jenny S. Schrager
15 Partner
16 Fragomen, Del Rey, Bernsen & Loewy, LLP
17 7 Hanover Square
18 New York, NY 10004-2756
Main - 212.688.8555
Direct - 212.230.2883
E-mail - jschrager@fragomen.com
<https://www.fragomen.com>

19 From: Madhuri Trivedi <madhuritrivedi@hotmail.com>
20 To: "Holton, Adam (GE Healthcare)" <adam.holton@ge.com>, "Price, Catherine N (GE
Healthcare)" <catherine.price@med.ge.com>,
21 Cc: "jschrager@fragomen.com" <jschrager@fragomen.com>,
22 "barbara.tremel@med.ge.com" <barbara.tremel@med.ge.com>
Date: 07/02/2013 04:37 PM
Subject: RE: madhuri

23 Adam,
24 what about immigration support.
25 Once my H1 extension happens and greencard is portable

26 (I found out that employee can change the job based on H1 extension that prior employer filed
27 based on that employer's Labor certificate/ I 140.....to a new employer as long as old employer
28 continues supporting I 140 till it becomes portable..no monetary support is needed.....this is one
option)

1 Sincerely,
2 Madhuri

3
4 From: madhuritrivedi@hotmail.com
5 To: adam.holton@ge.com; catherine.price@med.ge.com
6 CC: jschrager@fragomen.com; barbara.tremel@med.ge.com
7 Subject: RE: madhuri
8 Date: Tue, 2 Jul 2013 15:30:07 -0500

9 **Jenny, What about Violence against woman act at workplace for immigration.**

10 **Immigration mentions support to woman in workforce if such things have taken place from**
11 **low to critical severity and that can/have caused hardship to woman.** There is the a law if
12 such things against women happened at workplace. That addresses such things.

13 Sincerely,
14 Madhuri

15 From: madhuritrivedi@hotmail.com
16 To: adam.holton@ge.com; catherine.price@med.ge.com
17 CC: jschrager@fragomen.com; barbara.tremel@med.ge.com; madhuritrivedi@hotmail.com
18 Subject: RE: madhuri
19 Date: Tue, 2 Jul 2013 12:46:27 -0500

20 Adam,

21 As I have mentioned below things related.

22 1) I just need to get back to job mainly for immigration /logistics issues. Once my H1 extension
23 happens and greencard is portable

24 (I found out that employee can change the job based on H1 extension that prior employer filed
25 based on that employer's Labor certificate/ I 140.....to a new employer as log as old employer
26 continues supporting I 140 till it becomes portable..no monetary support is needed.....this is one
27 option)

28 2) In the meantime which will be relatively short time; high skilled immigration law will be in
place which senate passed a bill for recently. So In future ,I may stay with same current GE
group , go elsewhere within GE or go outside of GE.

3) Consider this as negotiation points to resolve things and find solutions and come to common
agreements. I know in december there was appraisal training video session with several GEHC
HR leaders. And you mentioned that even if employee gets unfair rating they need to work on a
plan that manager gave ..While another HR leader said that if employee gets unfair ratings they

1 should get a new manager to work for and not a plan. There was a recorded session so you can
2 double check.

3 While I was employed I requested to Dave Elario and others to change the manager when
4 manager was being unfair. That's what Bill Barbiaux also mentioned that they treated you badly
and they were unfair.

5 So please consider me getting back to job as a short term things till immigration is worked out.
6 Why should I go through extreme hardship and also being a woman when I was doing good job
7 and they were unfair ... and those people did not address defects in production for ten years for
example.

8 Sincerely,
9 Madhuri

10 From: madhuritrivedi@hotmail.com
11 To: adam.holton@ge.com; catherine.price@med.ge.com
12 CC: jschrager@fragomen.com; barbara.tremel@med.ge.com
13 Subject: RE: madhuri
Date: Tue, 2 Jul 2013 10:53:29 -0500

14 **I added info:**

15 **Otherwise it will create lots of hardship for me.** I was doing a good job and they gave unfair
16 ratings. There was a hostile and unprofessional environment(Dipti wrote unprofessional email on
my fifth working day for no reason and through out later on she was hostile and
17 unprofessional..reporting to manager such created more problems), managers and some leads
treated me badly and where unfair. Like Greg S. yelling, being hostile , showing & using body
18 language to use gun and then several time surfing on internet real guns from office desk (I saw
that because I sat next to him) to threaten for no reasons(at that same time Milwaukee temple
19 shooting happened and being Indian It was scary). I was doing a quality job there was a huge
stress within teams and management due to backoffice falling apart issues and huge conflicts and
20 stress in a project with GE Intelligent platforms ;which GEHC broke up after two years of
working with them. Old tool had lots of defects and they wanted me to work on newer tool with
21 keeping defects and I wanted to fix those. I have found out/investigated 30 incidents related to
security, networking, missing operating system libraries, connectivity, incorrect tests written for
22 production software, incomplete requirements, incorrect design and architecture which had
performance issues and scalability problems. These incidents had varying severity from critical
23 (stopping program for two months); product can potentially be hacked on medical devices where
it was installed, to medium and low severity. I was doing my job and it was my expertise.
24

25 All these shouldn't be considered.
26 It's like what can this poor girl do ; hence we will continue being unfair.
27

28 **Immigration mentions support to woman in workforce if such things have taken place**

1 from low to critical severity and that can/have caused hardship to woman. There is the a law
2 if such things against women happened at workplace. That addresses such things.

3 Sincerely,
4 Madhuri

5 From: madhuritrivedi@hotmail.com
6 To: adam.holton@ge.com; catherine.pricc@med.ge.com
7 CC: jschrager@fragomen.com; barbara.tremel@med.ge.com; madhuritrivedi@hotmail.com
8 Subject: RE: madhuri
9 Date: Tue, 2 Jul 2013 10:31:40 -0500

10 Jenny >> As you asked "I don't know what you are referring to when you indicate "I know there
11 is something that company can do as there is no need to pay and it's fine." Kindly clarify. "
12 >> The employer may delay notification of the INS. The law does not place any deadline on an
13 employer to inform the INS of termination of employment. Upto 60-90 days employers do help
14 employees so to find new employment. May be it is a GE policy because of payment of wages.
15 But can that be leave without pay or ..I mean it's mutual agreement between me and company..I
16 can give in writing that I am waiving any payment of wages in the meantime etc. Even ADR
17 response was worked on it makes sense to hold on H1 till the response is received.
18 Employer could give worker reasonable time to find a new petitioning employer.

19 **Otherwise it will create lots of hardship for me.** As I have mentioned in ADR that I was doing
20 a good job and they gave unfair ratings that led to me loosing a job wrongfully.

21 **My first step for greencard has been completed. It is not portable; GE can support till it
22 becomes portable so I can transfer that without loosing any benefits. In the meantime new
23 immigration law will be in place. So GE can support for short time and then I can change
24 the job if I need to.**

25 Also Adam, I sent out Solutions Form on 06/09. Ayesha was out whole week for a vacation. And
26 then it was moved to next Friday hence two weeks just passed by with no progress. As a senior
27 HRM you can relate how important timing wise it is to address. I did everything I could from my
28 side.

**Immigration mentions support to woman in workforce if such things have taken place from
low to critical severity and that can/have caused hardship to woman.**

29 Sincerely,
30 Madhuri

31 From: madhuritrivedi@hotmail.com
32 To: adam.holton@ge.com; catherine.pricc@med.ge.com
33 CC: jschrager@fragomen.com; barbara.tremel@med.ge.com; madhuritrivedi@hotmail.com
34 Subject: RE: madhuri
35 Date: Tue, 2 Jul 2013 10:31:40 -0500

36 Jenny >> As you asked "I don't know what you are referring to when you indicate "I know there

1 is something that company can do as there is no need to pay and it's fine." Kindly clarify. "
 2 >> The employer may delay notification of the INS. The law does not place any deadline on an
 3 employer to inform the INS of termination of employment. Upto 60-90 days employers do help
 4 employees so to find new employment. May be it is a GE policy because of payment of wages.
 5 But can that be leave without pay or ..I mean it's mutual agreement between me and company..I
 6 can give in writing that I am waiving any payment of wages in the meantime etc. Even ADR
 7 response was worked on it makes sense to hold on H1 till the response is received.
 8 Employer could give worker reasonable time to find a new petitioning employer.
 9 **Otherwise it will create lots of hardship for me.** As I have mentioned in ADR that I was doing
 10 a good job and they gave unfair ratings that led to me loosing a job wrongfully.
 11 **My first step for greencard has been completed. It is not portable; GE can support till it**
 12 **becomes portable so I can transfer that without loosing any benefits. In the meantime new**
 13 **immigration law will be in place. So GE can support for short time and then I can change**
 14 **the job if I need to.**

15 Also Adam, I sent out Solutions Form on 06/09. Ayesha was out whole week for a vacation. And
 16 then it was moved to next Friday hence two weeks just passed by with no progress. As a senior
 17 HRM you can relate how important timing wise it is to address. I did everything I could from my
 18 side.

19 **Immigration mentions support to woman in workforce if such things have taken place from**
 20 **low to critical severity and that can/have caused hardship to woman.**

21 152. **Because Jenny intentionally and knowingly didn't file my PERM certificate**
 22 **365 days before my H1 B visa EXPIRE; so that I can EXTEND my H1 B**
 23 **BEYOND total SIX years(even when GE fired me illegally and cancelled H1 B). So**
 24 **if Jenny would have filed my PERM with department of labor 365 days before my**
 25 **H1B was expiring even when I got fired by GE in 2013; I could have got my H1 B**
 26 **extended at some other employer.**

27 **From:** Jenny Schrager [mailto:JSchrager@Fragomen.com]
 28 **Sent:** Wednesday, July 03, 2013 2:18 AM
To: Madhuri Trivedi
Cc: Holton, Adam (GE Healthcare); barbara.tremel@med.ge.com
Subject: Re: copy of certified PERM

We need GE's authorization to provide you with this. It is generally not provided to employees. Note that you will not be able to use the PERM with another employer to extend your H-1B status.

Jenny S. Schrager
 Partner

1 Fragomen, Del Rey, Bernsen & Loewy, LLP
2 7 Hanover Square
3 New York, NY 10004-2756
4 Main - 212.688.8555
5 Direct - 212.230.2883
6 E-mail - jschrager@fragomen.com
7 <https://www.fragomen.com>
8 Follow us on Twitter -- <http://twitter.com/fragomenglobal>

9 Temporary Address: 1301 Avenue of the Americas 10th Floor New York, New York 10019

10 From: Madhuri Trivedi <madhuritrivedi@hotmail.com>
11 To: "Holton, Adam (GE Healthcare)" <adam.holton@ge.com>,
12 Cc: "jschrager@fragomen.com" <jschrager@fragomen.com>,
13 "barbara.tremel@med.ge.com" <barbara.tremel@med.ge.com>
14 Date: 07/02/2013 04:45 PM
15 Subject: copy of certified PERM

16 Jenny,
17 I don't have copy of PERM.
18 Would you please email copy of certified PERM. Tnx.

19
20 153. As I mentioned I already had a full time JOB OFFER in June 2013 from Life
21 Technology/Thermo Fisher scientific at Madison, Wisconsin facility working of DRUG
22 DISCOVERY JUST TWO WEEKS after I was fired by GE. But Life tech/Thermo fisher job got
23 stuck on H1 B visa as there was no time left to extend H1 B and file a BRAND NEW PERM
24 with department of labor by another employer –thanks to conspiracy by GE, GE manager David
25 Mehring (EXHIBIT 21 shows I emailed David Mehring and Nate Davis prior to joining GEHC
26 that GE must file PERM 365 before H1 expires), GE architect Nate Davis, Jenny and Fragomen,


27 **Below is Life Tech/Thermo Fisher job related true and correct excerpts of emails for H1 B**
28 **visa transfer:**

From: Madhuri Trivedi [mailto:madhuritrivedi@hotmail.com]


All visa petitions and PERM attached.

From: madhuritrivedi@hotmail.com To: bryan.nguyen@lifetech.com Date: Mon, 29 Jul 2013
13:14:51 -0500


1 Sending visa docs.. Will send anotehr email with rest. Could I be in touch with your immigration
2 people. Tnx.

3  H1.UTCFS.pdf (659 KB)


 H1_RDT.pdf (611 KB)

 Trivedi - ETA 9089.pdf (195 KB)

4  scan1.pdf (681 KB)

5
6  Entry-Exit Dates Chart.doc (35 KB)

 H-1b_BT.pdf (59 KB)

 scan 2and3.pdf (2 MB)

7
8 **From:** Nguyen, Bryan [mailto:Bryan.Nguyen@lifetech.com]

9 **Sent:** Tuesday, July 23, 2013 1:27 AM

10 **To:** Madhuri Trivedi

11 **Subject:** RE: madhuri

12 If you're willing....can you provide our legal with the following information? Thanks.

- 13 a. All of her H-1B approval notices
14 b. A copy of her most recent H-1B petition.
15 c. A copy of her PERM labor certification, if available.
16 d. A copy of her I-140 receipt or approval notice, if available.
17 e. A copy of her I-485 receipt notice, if available.

18 -Bryan

19 **From:** Nguyen, Bryan [mailto:Bryan.Nguyen@lifetech.com]

20 **Sent:** Saturday, July 20, 2013 5:17 AM

21 **To:** madhuritrivedi@hotmail.com

22 **Subject:** RE: madhuri

23 Madhuri,

24 I'm sorry but my phone has no more battery life. I will forward this to legal and will wait for
25 their approval.

26 -Bryan

27 **From:** Nguyen, Bryan [mailto:Bryan.Nguyen@lifetech.com]

28 **Sent:** Friday, July 19, 2013 8:52 PM

To: madhuritrivedi@hotmail.com

Hi Madhuri,

Our legal team is educating us on the transfer process. When did you leave GE exactly?

-Bryan

IV. CYBERSECURITY

154. Whistleblower Trivedi had reason to believe that by telling authorities about a cybersecurity problem, or a company's failure to disclose one, they would be reporting a securities-law violation.

155. Below email communication highlighted between Trivedi and general manager Josh Hana.

That I got incorrect performance appraisal rating because of team member's technical incompetence by pretextual manner rating me as "not inclusive"; also in retaliation to bringing up security compromise.



From: Trivedi, Madhuri (GE Healthcare)
Sent: Tuesday, May 21, 2013 2:38 PM
To: Hanna, Josh (GE Healthcare)
Cc: Khan, Ayesha (GE Healthcare); Trivedi, Madhuri (GE Healthcare)
Subject: Information

Hi, Josh/Ayesha

Bringing such things to Carl/Dave has not been helpful and I have no choice but communicate to Josh/you in order to address root cause of the whole issue.

As you both were new and not involved in much of history this is just one example.

1 This is just an example; I can go on for list of such items (For Insite2(EXC), Old RSVP,
 2 New RSVP)where I had to bring up things as part of my job and my expertise. When
 3 doing that making issue about my growth value "How you do it" is a retaliation. Because
 4 leads missed it..maybe they were feeling insecure from inside when their short comings
 5 came out to be known by me. And Dave M /Carl didn't do much to address those in proper
 6 manner and make my issue even when it was said nicely. After several (close to 30-35) of
 7 such incidents and reporting to Dave M(some to Carl) ; nothing happens and then they give
 8 me hard time for no reason...I will have to go above the chain and escalate that to make
 9 sure senior management is aware and at least someone would address those in proper
 10 manner. After all I am a human being too and there is a limit one person can go on with
 11 such thing.

✓

11 **From:** Trivedi, Madhuri (GE Healthcare) </o=GEMAIL/ou=First Administrative
 12 Group/cn=Recipients/cn=212070205>
 13 **Sent:** Tuesday, May 21, 2013 4:22 PM
 14 **To:** Hanna, Josh (GE Healthcare) <Josh.Hanna@med.ge.com>
 15 **Cc:** Khan, Ayesha (GE Healthcare) <Ayesha.Khan@ge.com>
 16 **Subject:** RE: information

17 Josh, As you mentioned to know more what I am trying to point out here. I can stop by at your desk and
 18 explain quickly. Or can meet at Ayesha's office with three of us quickly to go over this emails(two emails
 19 mainly...I sent few updates to two subject emails today as to provide more information).

20 Such findings led to people feeling insecure and making me look non inclusive.

21 **From:** Trivedi, Madhuri (GE Healthcare)
 22 **Sent:** Tuesday, May 21, 2013 3:42 PM
 23 **To:** Hanna, Josh (GE Healthcare)
 24 **Cc:** Khan, Ayesha (GE Healthcare); Trivedi, Madhuri (GE Healthcare)
 25 **Subject:** RE: information

26 I said below close to 30 such incidents which involved security, usability, workflow, networking,
 27 IPV6, operating system missing libraries, design, architecture, requirements , performance of SW
 28 applications and scalability and meeting GEHC requirements.

✓



I said in email attached there were close to 30 such incidents which involved security, usability, workflow, networking, IPV6, operating system missing libraries, design, architecture, requirements , performance of SW applications and scalability and meeting GEHC requirements. These incidents were of varying severity from critical(stopped program for two months to low)

From: Trivedi, Madhuri (GE Healthcare)
Sent: Tuesday, May 21, 2013 3:46 PM
To: Hanna, Josh (GE Healthcare)
Subject: FW: Quality Center access & its details

Security compromise I found out last year when I was supporting FEs/OLEs for our product(which has 60,000 plus devices connected) and communicated to all team leads/managers last year which my

1 Reporting such things in which I am not even involved in creating those security vulnerability should be
2 supported by leads/managers. They might have felt insecure because their short coming came to known
3 by a newer person(I was just five month old employee within organization ☺)

4 Also earlier the findings as part of support work email which I sent to GEHC teach leads/manager
5 on June 11, 2012 and Dave M's reply email I received as email attachment.

6
7 I am sending this as a kind of last email to clarify as I know your time is important. And I don't want to
8 escalate that either unless needed.

9 Please let me know if I need to provide more clarifications to any of such items I mentioned .

10
11 Regards and thanks,

12 Madhuri

13 156. FDA/department of homeland security and hospitals have raised serious concerns
14 about cyber security of medical devices and possibility of attacks.

15 157. Related to security. Ms. Trivedi was proactively and diligently doing her job in
16 this

17
18 regards. Scott Erven –security researcher has been invited on various seminars for cyber
19 security...so because of my efforts partly these cyber securities are getting attentions.

20 158. *In 2015, the Securities and Exchange Commission (SEC) settled charges that R.T.*
21 *Jones Capital Equities Management violated the "safeguards rule" ; regarding its failure to*
22 *adopt reasonable policies and procedures. Even though no one appeared to be harmed, the SEC*
23 *censured R.T. Jones and fined the firm \$75,000. Justifying the enforcement, the SEC said, "Firms*
24 *must adopt written policies to protect their clients' private information and they need to*
25 *anticipate potential cybersecurity events and have clear procedures in place rather than waiting*
26 *to react once a breach occurs." In the Matter of R.T. Jones Capital Equities Mgmt. Inc.,*
27
28

1 *Investment Advisers Act Release No. 4204 (Sept. 22, 2015), available at*

2 <https://www.sec.gov/litigation/admin/2015/ia-4204.pdf>

3 159. *The Voya settlement represents a substantial step forward in the SEC's regulation*
4 *of cyber-related activities. In the Matter of Voya Financial Advisors Inc., Exchange Act Release*
5 *No. 84288, Investment Advisers Act Release No. 5048, at 3 (Sept. 26, 2018), available at*
6 *<https://www.sec.gov/litigation/admin/2018/34-84288.pdf>.*

8 160. **GE was knowingly, defiant of lacked security and defects and despite my**
9 **reporting and GE themselves knowingly.**

10 161. "For public companies and other entities regulated by the Securities and
11 Exchange
12 Commission, mismanagement of their cybersecurity violate securities laws."

14 162. A **material defect** is one that the Seller is aware of and would have materially
15 impacted your **terms of purchase** and which the Seller was aware.

16 163. SEC's expectations highlights the role of "cybersecurity whistleblowers," those
17 reporting internally, in building the type of improved corporate culture necessary to discover
18 and remediate cybersecurity risks.

21 **V. GE issue in this matter goes into question the oversight of the board.**

22 Under federal securities laws, directors have a legal obligation to disclose information to the
23 public. •Disclosure requirements are established by the Securities and Exchange Commission.

25 164. Pat Hale- MIT professor for Systems engineering and a past president of
26 INCOSE(
27
28

1 International council on systems engineering)requested MIT general counsel to get involved and
 2 address this matter. But MIT general counsel and staff declined. Pat Hale retired before couple of
 3 years..

4 **VI. GE managers, senior management knew or recklessly failed to ascertain**
 5 **whether those statements were false and misleading. this behavior, in violation of the**
 6 **Securities and Exchange Act. SEC. 302. <<15 USC §7241.>> CORPORATE**
 7 **RESPONSIBILITY FOR FINANCIAL REPORTS.**

9 165. SEC has endorsed efforts to stop further violations of the Act, such as reporting
 10 suspected misconduct to internal supervisors.

11 166. Laws prohibit deceptive practices for use, benefits of medical device. Failing to
 12 disclose material information concerning its usage, operation, maintenance not as advertised,
 13 sold and mentioned in contract agreement; with intentional inducement, failed to willfully
 14 disclose and actively concealed defects.

17 **D. Mediation and Arbitration with GE**

18
 19 167. After GE terminated me illegally I filed EB1 –person of extra ordinary ability
 20 employment based -petition with USCIS(govt. agency);along with Harvard medical
 21 executive creating job for me at Harvard (job was after I get my EB1 approved as earlier Harvard
 22 said that they won't do H1 B) ; and my innovative startup orangehealth for peer to peer
 23 crowdsourced support , management and actions for health conditions---and along with other
 24 credible evidences –I also mentioned National interest waiver EB2 category in that petition; but
 25 USCIS declined ...

26
 27 168. Here is press release for my startup –
 28

1 **"OrangeHealth Seeking Investors for Mobile App Peer-to-Peer Platform for Managing**
2 **Diabetes, Other Health Conditions"**

3 <http://www.prnewswire.com/news-releases/orangehealth-seeking-investors-for->
4 [mobile-app-peer-to-peer-platform-for-managing-diabetes-other-health-conditions-](http://www.prnewswire.com/news-releases/orangehealth-seeking-investors-for-)
5 [300477365.html](http://www.prnewswire.com/news-releases/orangehealth-seeking-investors-for-)
6

7 SAN FRANCISCO, June 21, 2017 /PRNewswire/ -- Madhuri Trivedi, an engineer,
8 scientist, entrepreneur and immigrant, has launched her new company OrangeHealth and is
9 currently seeking investors for its product. Trivedi is seeking seed funding in the range of \$200k
10 to \$350k to further launch the app in various geographical areas, add more features, and launch a
11 peer-to-peer platform app for sharing information. The new app will provide peer-to-peer crowd
12 sourced community support with deep learning artificial intelligence (AI) to better manage
13 diabetes.
14

15 She also has created and launched a new mobile health improvement app that is already used by
16 more than 6,000 people to manage allergies, find a doctor, is used for predictive analytics for
17 eating habits, and reminders at the time of eating.
18

19 "Prevention is key for managing illness like diabetes, but it's just as important that people can
20 gain the information and support," says Trivedi.

21 "Right now, because of some challenges in my immigration status, while I have the technical
22 support to build the app, I need funding to help with its launch because I am unable to work. The
23 only way to get this app off the ground is through investors willing to support this important
24 work," adds Trivedi.
25

26 She wrote heavily about precision medicine in April 2104, received a job offer in 2014 with
27 Harvard Medical to create a cancer vaccine, artificial protein. President Obama in the 2015 State
28

1 of Union Address, launched precision medicine initiative. Trivedi has been unable to take the
2 Harvard position because of immigration denials and challenges. While at General Electric,
3 Trivedi's labor certificate for immigration was approved as "a person of exceptional ability" EB2
4 category. GE, however, didn't file the next step so she could work in the U.S.

5
6 After leaving GE, with the Harvard medical job offer and her entrepreneurial start-up, Trivedi
7 filed for immigration under "a person of extra-ordinary ability" EB1 category, which DHS
8 denied. Trivedi has a number of letters of support from professionals associated with her
9 scientific and technical work .

10 Trivedi has a long career as an expert in her field. While at Raindance, Trivedi developed the
11 world's first digital-equivalent to personal computer instrument for genome sequencing used for
12 drug discovery in 2009. Here she was part of a 20 people start up that went on to generate
13 hundreds of millions for revenue. Dr. Jonathan Rothberg, founder of the startup, was awarded
14 National Medal of Technology and Innovation by President Obama and made \$700 million
15 selling the sister company to Life Technology. Trivedi did not make any money from the sale of
16 the company.
17

18
19 She has made major significant contributions in extraordinary ability and national interest while
20 working at Fortune 10/50 corporations, successful entrepreneurial startups. Only individuals with
21 both exceptional technical ability as well as persistence and commitment can deliver what
22 Trivedi has in a high-risk environment with do or die start up success.

23 About OrangeHealth

24 OrangeHealth provides quality and affordable healthcare tools and services through a software
25 portal and peer to peer network. For more information, visit [OrangeHealth.wixsite.com/](http://OrangeHealth.wixsite.com/orangehealth)
26 orangehealth.
27

1 *****END of Press release

2 169. Since I used up almost all of my H1 B time and there was no time left for another
3 employer to do PERM with labor department in order for me to get further H1 B extension..Life
4 technology/thermo fisher scientific offered me fulltime job just two weeks after I was fired from
5 GE but got stuck at H1 B level as I mentioned I had no time on H1 for employer to do PERM.
6

7
8 170. GE immigration attorney and HR email that GE canceled my H1 B visa while
9 mediation and arbitration is PENDING. And won't pursue any immigration I 140
10 paperwork.(EXHIBIT 11) –same Jenny Schrager –Mean fragomen lw firm attorney.
11

12 171. Trivedi filed Mediation statement(EXHIBIT 13) through Cross Law
13 firm(Waukesha, WI).

14 172. GE offered ONE MONTH salary-that's it-nothing related to immigration at
15 mediation in return for plaintiff to waive all her rights/claims/cause of actions against GE.
16 Plaintiff declined to settle at mediation.
17

18 173. Trivedi filed arbitration complaint with American Arbitration association.
19 (EXHIBIT 4). She was pro-se / representing herself ;and prepared arbitration statement.

20 174. Arbitrator was insulting and continuously cutting me off from asking questions
21 during hearing ..when manager did perjury on second day morning of hearing I quit arbitration
22 hearing and GE finished it alone. .Arbitrator didn't rule in my favor.
23

24 175. After that Foley and Mansfield sent a letter without bring up laws as I mentioned
25 earlier in this lawsuit. I wrote an email to Seymour Mansfield in 2016 –that law firm failed to
26 provide me legal service and bring up laws.

27 176. Sean Scillen Quarles and Bradley attorney who represented GE at arbitration- he
28

1 knowingly didn't provide EXHIBIT 22; where manager Dave Sallis "gave good rating in my
2 performance review and wrote that it is GE's problem"-Sean didn't give this document during
3 discovery(otherwise I would called Dave Sallis as WITNESS in hearing—and gave on the day of
4 hearing –seconds before hearing began and I have that in hearing transcript.
5

6 177. Neil Stekloff ; GE's internal counsel for employment and labor(EXHIBIT 2)
7 was involved. As a lawyer he also violated obstruction of justice.

8 178. *17 CFR § 205 and (15 U.S.C. 7245) Case 3:15-cv-02356-JCS Document 132 SEC*
9 *amicus brief on attorney code of conduct Section 307 of the Sarbanes-Oxley Act of 2002 (the*
10 *"Act") (15 U.S.C. 7245)*
11

12 It was GE counsel's legal duty to report SEC violations but Sean Scullen-quarles and Bradley,
13 Neil and all others teamed up to cover-they should not be practicing law anymore.
14

15
16
17 **E. GE declined government arbitrator; who told that he will RULE in Plaintiff's**

18 **FAVOUR if selected.**

19 179. Peter Davis- a chief arbitrator/legal counsel at Wisconsin Employment
20 relations
21 commission. peterg.davis@wisconsin.gov .He mentioned to me on phone that if he is selected as
22 an arbitrator for my case with GE, he will make sure to fix my immigration and he will rule in
23 my favor. He told me this on Dec 2013 that I is willing to talk about this to anyone...
24

25 180. GE attorney declined via email to have him as arbitrator (GE argued that if Peter
26 is selected then arbitration documents would have become public documents as he
27 was a PUBLIC ARBITRATOR hence GE is declining).
28

1 Subject: RE: Trivedi/GE Healthcare 11-15-2013 lh [QBLLP-ACTIVE.FID36842469]

2 From: sean.scullen@quarles.comTo: madhuritrivediDate: Wed, 27 Nov 2013 20:55:08

3
4 I don't understand your question -- in a mediation the mediator doesn't take sides and is a
5 neutral that works with both parties to try to reach a voluntary resolution. In some of the
6 cases in which Mr. Gibbons has served as a mediator we have been successful in reaching
7 such a resolution and in others we have not. **You are correct that the WERC people**
8 **are not mutually agreeable.**

9
10 Sean Scullen

11 From: Madhuri Trivedi Sent: Wednesday, November 27, 2013 2:50 PMTo: Scullen,
12 Sean (MKE x1421)Subject: RE: Trivedi/GE Healthcare 11-15-2013 lh [QBLLP-
13 ACTIVE.FID36842469]

14 what about mediation that you worked with him on...**so Wis. Emp. relations people are**
15 **not mutually agreeable between us..** Sincerely,Madhuri

16
17 From: sean.scullen@quarles.com To: madhuritrivedi

18 Subject: RE: Trivedi/GE Healthcare 11-15-2013 lh [QBLLP-ACTIVE.FID36842469]

19 Date: Wed, 27 Nov 2013 20:47:51 +0000

20 Mr. Gibbons has not served as an arbitrator in a case that I have handled or for GE as far
21 as I am aware. **I'm not sure who the Wisconsin Employment Relations arbitrator you're**
22 **referring to is, but we are not interested in using someone from that entity.**

23
24 Sean Scullen

25 From: Madhuri Trivedi Sent: Friday, November 22, 2013 11:20 AMTo: AAA Carol
26 PlacellaSubject: RE: Trivedi/GE Healthcare 11-15-2013

1 So we can have Peter Davis as arbitrator..If we can then I will contact Mr. Scullen. I
 2 wanted to reach out to you first. Sincerely,Madhuri.

3 181. I have submitted in my Trivedi v.USDHS lawsuit my communication emails with
 4 Chuck Grassley's office, his chief of staff and his directors.. I called his office and
 5 gave my name, email address to make sure they and all directors, chief of staff read
 6 my email and they at least confirmed on phone that they have READ my email.. His
 7 office forwarded my email to senate judiciary committee. It was disappointing since
 8 senator Grassley was a lead lawmaker and huge fan of false claims act and despite
 9 FBI looking into it and having GE matter as FCA –nothing came out from his office.
 10

11 **F. GE internal dispute resolution policy called 'Solutions' - Excluded Claims**
 12 **and Law firms, attorneys' plaintiff retained with PAID FEES didn't provide legal advice**
 13 **nor brought up to GE, mediator, arbitrator-- SOX, Dodd Frank, Quitam, NDDA DOD and**
 14 **several other laws, Whistleblower protection laws. Nor the ones who did free review.**
 15

16 182. GEHC Chief technology officer Mike Harsh told me on phone in 2017(he
 17 came
 18 to my arbitration hearing in 2014 and after hearing he left GE after 35 years of service.)
 19 NO ATTORNEY will bring up laws that in my situation as GE pays a LOT to attorneys.
 20

21 **I. GE internal dispute resolution policy called 'Solutions' =Excluded Claims,**

22 *excluded from Levels III and IV of Solutions, are claims that allege concerns such as*
 23 *the following Claims that do not allege legally protected activity or enforceable rights*
 24 *in the jurisdiction in question; ..Claims based on alleged violations of the GE Policy*
 25 *on Working with Government including, but not limited to, alleged violations of the*
 26 *federal False Claims ActClaims brought by or against Covered Employees,*
 27
 28

Excluded Claims, which are excluded from Level IV of Solutions: In addition, claims which, by applicable statute, regulation or other legal requirement are precluded from mandatory coverage under a pre-dispute binding arbitration are considered excluded from level IV solutions. (see appendix C)

In addition to the descriptions in Sections K (“Covered Claims”) and L (“Excluded Claims”) of the Solutions Procedure, claims that are considered “Excluded Claims” with respect to Level IV of Solutions, because by applicable statute, regulation or other legal requirement they are precluded from mandatory coverage under a pre-dispute binding arbitration agreement, include:

Claims arising under section 1057 of the Dodd-Frank Wall Street Reform and Consumer Protection Act

Claims arising under Section 748 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (relating to Section 23 of the Commodity Exchange Act)

1 183. Jeff Goldman sent a letter to GE but he was just an immigration attorney so it is
2 understood that He can't bring up employment rights.

3 184. But other attorneys who I paid were. All of the below mentioned attorneys

4 READ –

5 GE's solutions policy which is ADR- mediation, arbitration and it states Dodd Frank,

6 quitam, SOX and other excluded claims as stated above..but none of these attorneys told me
7 anything regarding this and I found out on my own LATER kind of recently about Dodd Frank
8 act related section 718 excluded claims. So I was kept in DARK by my own hired employment
9 attorneys.
10

11
12 185. Law firms attorneys never mentioned my rights and laws related to GE violations
13 related to any of above excluded claims and more. Though it clearly says that Dodd Frank Act
14 section 718 whistleblower claims are excluded. Since GE is a public company as lawyers it was
15 their duty tell me about SEC and fraud and filing a lawsuit under Dodd Frank act section 718 that
16 I am eligible in court. -- as per legal, professional, ethical obligations as they were PAID money
17 to represent, retained and conduct mediation, arbitration and send legal letter to GE, provide
18 legal consultation...bring up laws ..But no one did..
19
20

21
22 186. And I lacked legal knowledge. **For me it was like a sailing in legal ocean and**
23 **reading laws.. And I trusted kind of what they told which was a BIGGEST MISTAKE.**

24 187. (a)**CROSS LAW Firm in Waukesha, WI(www.crosslawfirm.com)**
25 I paid this law firm .Cross law firm represented me at mediation and prepared mediation
26 statement and sent to GE.
27

28 188. Cross law firm attorney should lose their attorney license and disbarred for what

1 they have done. Look at EXHIBIT 13 ;mediation statement ; they didn't bring up any laws
 2 ,whistleblower rights other than simple discrimination. They didn't even mention retaliation after
 3 reporting discrimination, unlawful employment practice (42 USC § 2000e-3(a))or anything.
 4 Law they cited was 42 USC § 2000e-2(a)(1)..Hence their mediation statement was flawed and
 5 they intentionally DID THIS.
 6

7 189. Later Cross law started threatening me to settle with GE by taking one month
 8 salary (I have those emails) and waive all my rights and claims against GE. Cross law firm
 9 left.**David Rosenow told me that as GE is his neighbor in little town Waukesha, WI ; He**
 10 **won't mention that GE was doing fraud in my mediation statement.** (cross law firm was
 11 fired by me) **after they forced me to settle and even didn't bring any claims.** I did mediation
 12 alone. Cross law firm didn't bring up Quitam claims in mediations statement , SEC Dodd Frank
 13 act Section 718, 10 U.S.C. §2409 Subpart 203.9,SOX –OSHA, obvious as black and white
 14 clarity **that they were SOLD.** (Other attorneys were not willing to work on alternate dispute
 15 resolution as they litigate in court and hated GE ADR plus said that they are not experts etc etc. ;
 16 so I was stuck with Cross law firm as clock was ticking)
 17
 18

19 From: Attorney Daniel L. Rosenow [mailto:drosenow@crosslawfirm.com]

20 Sent: Friday, September 13, 2013 9:33 PMTo: 'Madhuri Trivedi'Subject: RE: info for
 21 breaches.

22 Ms. Trivedi,

23 Given that it was your job to find and fix such security breaches, there is a significant
 24 hurdle for you to overcome in stating a whistleblower retaliation claim.
 25

26 190. (b) Despres, Schwartz and Geoghegan, Ltd. (dsgchicago.com)
 27
 28

1 **I paid this law firm .This law** firm was hired to represent me at Arbitration hearing. They sent
 2 Pre arbitration hearing brief to GE and arbitrator (EXHIBIT 14).... his theme was
 3 when it comes to competent women "soft skills" becomes a proxy for "too aggressive," i.e., not
 4 acting like a woman –

5
 6 191. But he didn't bring up any whistleblower, SOX, DOD Frank claims and other
 7 claims as I mentioned here in brief nor mentioned to me nor to GE when he represented me...I
 8 wantedto bring whistleblower retaliation, HIPPA laws retaliation, Cybersecurity related
 9 retaliation and more...he left and I did arbitration on my own without an attorney.

10 192. **(c) Foley and Mansfield (foleymansfield.com)**
 11 I paid this law firm for all the work they did. Later I contacted Foley..I told them for Quitam
 12 matter..Look at the letter they sent to GE on July 16,2014E(EXHIBIT 15) ..They also didn't
 13 bring Dodd Frank act whistleblower, SOX, any claims mentions here when they sent a letter to
 14 GE, later negotiated with GE nor afterwards. Immigration right () –was included in a leter to GE
 15 because I emailed them about this as I read.

16
 17 193. Foley didn't mention which to me appears as (intentional omission or /and
 18 negligence) on any steps related to OSHA complaint, SOX whistleblower even though I gave
 19 them what I submitted to OSHA, OSHA complaint and OSHA response. I wrote an email to
 20 Seymour Mansfield in 2016 –that law firm failed to provide me legal service and bring up laws..

21
 22 194. Though David haron at Foley was looking into quitam; but his two partners were
 23 pregnant and he didn't know; and he said that one of the Quitam case with Quest diagnostics is
 24 going to Trial etc etc-

25
 26 **195. I also sent arbitrator final award to them in August 2014**
 27
 28

1 (to entire Mansfield law firm team- David Haron, Andrew Shedlock
2 and Seymour Mansfield along with other) and they didn't provide
3 any guidance on going to court after arbitration award. Also Foley didn't
4 mention/bring up any rights related to appealing arbitration or going to court .And as my lack of
5 legal knowledge I relied on them and assumed/believed that there was nothing I can do..But later
6 I learnt than one can go to court shortly after arbitration to challenge arbitrator award.
7

8
9 Other Attorneys

10 196. (a)I didn't HIRE OR PAY Andrew Beato- He looked at my claims free.
11 Andrew Beato was looking himself into Quitam matter but somehow GE found out and GE
12 contacted Andrew's partner to represent GE in another matter..So Andrew left saying that as his
13 law firm partner is going to represent GE ,he can't work on my quitam /false claims act case.
14

15
16 From: Andrew M Beato <ABeato@steinmitchell.com>Date: Tue, Sep 9, 2014 at 3:27
17 PMSubject: Re: Call To: Madhuri Trivedi <mcis99@gmail.com>, "James R. Kelly"
18 <JKelly@steinmitchell.com>
19

20 Thank you Madhuri. I appreciate your clarification. If there are any other reporting or
21 disclosures you made to government agencies or to attorneys, please let us know so that
22 we are aware of it. In the meantime, we appreciate your patience.
23

24 Andrew M. Beato ,Stein Mitchell Muse Cipollone & Beato LLP
25 1100 Connecticut Avenue, NW Suite 1100 Washington, DC 20036(202) 737-7777 (Main
26 Number) (202) 296-8312 (Fax) ABeato@SteinMitchell.com
27

1 From: Madhuri Trivedi <mcis99@gmail.com>Date: Tue, 9 Sep 2014 17:03:39 -0500

2 To: James Kelly <JKelly@steinmitchell.com>Cc: Andrew Beato

3 <abeato@steinmitchell.com>

4 Subject: Re: Call

5 Attorney Andrew, thanks for your time. I had reported to OSHA-whistleblower.gov.

6 They looked in to it. and said it does not fit into their 22 statues. They have device
7 manufacturing related statue but it excludes medical device and drug manufacturers. They said it
8 is a valid concern, And employee does not have to prove , as long as have believed reasonably
9 that there was a violation and reported. But in my case I had evidence which was good.

10
11 197. Andrew Beato who is a quitam attorney in washington DC; in 2014 after reading
12 deposition of GE architect Bill Barbiux(Plaitiff Trivedi took Bill's deposition at conference
13 room at her apartment building during arbitration)..Andrew mentioned after reading deposition I
14 took that " Madhuri was an attorney preparing or doing work for you because deposition you
15 took is professional work –similar to what and how a lawyer would do"

16
17 198. Andrew makes millions as Quitam attorney..

18
19 199. **(b)I didn't HIRE OR PAY David Nelson.** He looked at my claims free. David
20 Nelson –SEC attorney (David Boise law firm attorney and he was SEC regional director prior to
21 that) reviewed my matter in 2013-2014 **but he didn't mention to me which whistleblower**
22 **laws, which SEC laws, what needs to be done next**,-only things he mentioned after reviewing
23 **along with his assitant was that I have valid, SEC claims against GE** but his law firm represents
24 defendants and also they charge hundreds of thousands in retainer and lot more to represent me
25 in SEC matter.
26
27
28

1 From: David Nelson <dnelson@bsfllp.com>

2 Date: Mon, Jun 23, 2014 at 9:21 AM

3 Subject: RE: should I send my deposition ?

4 To: Madhuri Trivedi <mcis99@gmail.com>

5 Cc: Aaron Marcus <amarcus@bsfllp.com>

6
7 Madhuri, today is hectic and I have some meetings tomorrow. Is Wednesday possible for
8 you at some point? Dave David Nelson

9 BOIES, SCHILLER & FLEXNER LLP

10 401 East Las Olas Blvd. Suite 1200 Fort Lauderdale, FL 33301

11 (Ph) 954.356.0011 (Direct) 954.377.4233(Cell) 954.213.8810

12
13 200. (c) **Scott Oswald of employment law group-** employmentlawgroup.com, and is
14 assistant reviewed everything but never brought up SOX, Dood Frank act and/or
15 other claims ----...

16 201. (d)To some I just paid consulting fees and to some they reviewed without any
17 fees but none of them mentioned Dodd frank Act related claims or other claims.

18
19 202. Since my termination in May 31st 2013, GE knew all the violation
20 they did and knowing kept me in distress by withdrawing immigration just so to obstruct
21 me from fighting all these claims/cause of actions I was entitled too—and now at any point
22 arguing in this LAWSUIT that “it is time barred” In this time I had to Become Law
23 student and almost like a lawyer by reading Tons of legal material. For these and many of
24 such conduct; GE and GE attorneys MUST be in JAIL.

25
26 203.

G. Below events I did as a volunteer at vlab- several known companies pitched at vlab when they were new/smaller such as google(to give idea about vlab)

204. I volunteered at vlab. Since GE harassed me and messed up with me because GE was recklessly putting medical devices on internet. And recklessly putting technically incompetent people on -IOT platform

IoT Security: High Stakes for Billions of Devices

February 21, 2017 6:00 p.m. to 8:30 p.m.

The speed of Internet of Things (IoT) adoption is creating opportunities for startups developing IoT security solutions. Many industries such as healthcare, energy, automotive, and consumer products are being transformed using insights gained from the real-time data that IoT provides. As new online devices continue to be added at exponential rates, the frequency of sophisticated cyber attacks targeting consumers, businesses, and public services is also increasing.

Startups are competing against large corporations to establish themselves as leaders in IoT security. And the rewards leading the charge to protect against security breaches, hijacking, and individual privacy concerns is enormous. According to KBV Research, the IoT Security market expected to reach \$29.2B by 2022.

- Is the Internet of Things making us more vulnerable to attacks?
- Given the anticipated growth in connected devices, will security solutions be able to keep pace?
- What are the biggest challenges for startups working on IoT Security?

<https://vlab.org/events/iot-security-high-stake-billions-devices/>

205. Speaker invite at TheWSIE -World summit on innovation and entrepreneurship –<https://thewsie.com/presenters-2019/>

mentioned below about me –

“Madhuri Trivedi: Scientist & entrepreneur. The mastermind of a health venture, OrangeHealth which was established to provide peer-to-peer community support with deep learning capabilities to better manage diabetes and hypertension. Leading an early stage AI-driven e-commerce startup. She is deeply passionate about the role of exponential

1 technologies in shaping people's lives and using artificial intelligence and deep learning to
2 advance business. Her professional achievements include but not limited to leading
3 innovative projects for large companies."

4 206. Startups in the domain and what I was doing are filing IPOs and going PUBLIC
5 while I am sucked into and stuck in these legal issues..What a great use of my time,
6 energy and resources. Startup WISDO got hundreds of millions of VC funding last
7 year and my startup was also doing crowdsourced peer to peer management but in
8 UNIQUE and lot different way that solved patient/customer/users PAIN
9 POINTS...That's what I wrote to California Judge Donato too, that my product
10 related business plan and it is patentable and I will lose competitive advantage as
11 there are always other who do things- TIME IS Critical but he didn't took it seriously.
12 I can't look into FUTURE, nor I am being arrogant, nor exaggerating; but based on
13 what I got feedback from industry experts, peers, market needs and my own belief
14 that I would have succeeded including possible EXIT of being acquired/merger with
15 larger company OR in LONG TERM IPO for my STARTUP(I even had "OHC" as
16 NYSE stock exchange Ticker SYMBOL if I go PUBLIC) if I would not have been
17 dealing with nonsense, legal fights, politics, bureaucracy and all this since I was
18 illegally terminated. I have put huge amount of my resources, time, energy, SWEAT,
19 BLOOD, PASSION into my startup, doing research about business..And in the END I
20 GET this.

21 207. GE is ENRON like.

22 208. **White House Office of Science and Technology Policy (OSTP)director Dr.**
23 **John Holdren referred my matter to General counsel at White house...**

----- Forwarded message -----

From: Leonard, Rachael L. EOP/OSTP <RLeonard@ostp.eop.gov> Date: Tue, Sep 13, 2016 at 1:40 PM To: "Madhuri Trivedi" <Madhuri.Trivedi@ge.com> Dear Ms. Trivedi,

Thank you for your note, which Dr. Holdren referred to me. OSTP is a small agency that addresses science policy. OSTP does not address immigration or consumer fraud issues. For those topics, you may wish to contact:

The Department of Homeland Security, Office of the Inspector General:

https://www.oig.dhs.gov/index.php?option=com_content&view=article&id=51&Itemid=133

The Department of Justice, The Executive Office for Immigration Review:
<https://www.justice.gov/eoir>, or

The Consumer Products Safety Commission: <http://www.cpsc.gov/>

Best regards,
Rachael Leonard
General Counsel
Office of Science and Technology Policy

PRIVATE CAUSE OF ACTION

209. Private right of action as it applies to cause of actions in this complaint. (Also not bound by pre dispute mandatory arbitration)... Plaintiff Trivedi incorporates by reference, as though fully set forth herein Private right of action as it applies to all cause of actions(where applicable) brought here in this complaint.

210. **Implied cause of action** is a term used in statutory and constitutional law for

1 circumstances when a court will determine that a law that creates rights also allows private
2 parties to bring a lawsuit, even though no such remedy is explicitly provided for in the law.

3 211. Creating an implied cause of action for constitutional rights and Statutory causes
4 of action.

5 An implied private right of action is where a court interprets the statute, constitutional law to
6 silently include such a cause of action

7 **Bivens v. Six Unknown Named Agents, 403 U.S. 388 (1971);** US Supreme Court ruled that an
8 implied cause of action existed for AN INDIVIDUAL whose violation of constitutional rights
9

10 212. **Federal courts will provide the remedies required to carry out the**
11 **congressional purpose of protecting federal rights. Pp. 377 U. S. 433-435.**

13 **(a) Remedies are not limited to prospective or declaratory relief, but the overriding federal**
14 **law controls the measure of redress. P. 377 U. S. 434. Page 377 U. S. 432**

16 213. United States Supreme Court. **J. I. CASE CO. v. BORAK**(1964) No. 402 Issue.

18 When no private right of action is explicitly sanctioned and no private remedies mentioned, is a
19 shareholder able to pursue rescission of a merger or damages for a violation of a federal
20 regulation in relation to proxy statements?
21

22 214. In J.I. Case Co. v. Borak (1964), a case under the Securities Exchange Act of 1934,
23

24 the Court, examining the statute's legislative history and looking at what it believed were the
25 purposes of the statute, held that a private right of action should be implied under § 14(a) of the
26 Act. Under the circumstances, the Court said, it was **"the duty of the courts to be alert to**
27 **provide such remedies as are necessary to make effective the congressional purpose."**
28

1 Section 14(a) of the Act is codified at 15 U.S.C. § 78(n)(a). As implemented by the SEC, it
2 prohibits false or misleading proxy statements.

3
4 Held. (Clark, J.) Yes. When no private right of action is explicitly sanctioned and no private
5 remedies mentioned, a shareholder is able to pursue rescission of a merger or damages for a
6 violation of a federal regulation in relation to proxy statements. Preventing management or
7 others from attaining authorization for corporate action via the utilization of fake or deceiving
8 proxy solicitations is the reason Â§ 14(a) exists. The Act under which the rule publicized
9 allowed the Securities and Exchange Commission (SEC) to pass rules and regulations decided
10 are needed to secure the public interest and the shareholders interests. The congressional
11 mandate to secure the interests of the investors needs an accessible judicial remedy to apply that
12 defense. The SEC states that it lacks the ability to look into the veracity of all proxy statements
13 submitted for registration. If investors' interests are to be safeguarded in the spirit of the
14 congressional mandate, a private right of action for shareholders who feel mistreated must be
15 created. Seeing as the statute fails to provide for all kinds of relief, the court must choose what
16 remedies are suitable to address the alleged mistreated. In this way, any accessible remedy to a
17 federal court can be used to offer relief for the plaintiff. ..

18
19the section, which makes it

20
21 "unlawful for any person . . . to solicit or to permit the use of his name to solicit any proxy or
22 consent or authorization in respect of any security . . . registered on any national securities
23 exchange in contravention of such rules and regulations as the Commission may prescribe as
24 necessary or appropriate in the public interest *or for the protection of investors.*"

1 (Italics supplied.) While this language makes no specific reference to a private right of action,
2 among its chief purposes is "the protection of investors," which certainly implies the availability
3 of judicial relief where necessary to achieve that result.
4

5 The injury which a stockholder suffers from corporate action pursuant to a deceptive proxy
6 solicitation ordinarily flows from the damage done the corporation, rather than from the damage
7 inflicted directly upon the stockholder. The damage suffered results not from the deceit practiced
8 on him alone, but rather from the deceit practiced on the stockholders as a group. To hold that
9 derivative actions are not within the sweep of the section would therefore be tantamount to a
10 denial of private relief. Private enforcement of the proxy rules provides a necessary supplement
11 to Commission action. As in antitrust treble damage litigation, the possibility of civil damages or
12 injunctive relief serves as a most effective weapon in the enforcement of the proxy requirements.
13
14 The Commission advises that it examines over 2,000 proxy statements annually, and each of
15 them must necessarily be expedited. Time does not permit an independent examination of the
16 facts set out in the proxy material, and this results in the Commission's acceptance of the
17 representations contained therein at their face value unless contrary to other material on file with
18 it. Indeed, on the allegations of respondent's complaint, the proxy material failed to disclose
19 alleged unlawful market manipulation of the stock of ATC, and this unlawful manipulation
20
21

22 **215. We therefore believe that, under the circumstances here, it is the duty of the**
23 **courts to be alert to provide such remedies as are necessary to make effective the**
24 **congressional purpose.**
25
26
27
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216. *Cannon v. University of Chicago*, 441 U.S. 677 (1979), was a United States Supreme Court case which interpreted Congressional silence in the face of earlier interpretations of similar laws to determine that Title IX of the Higher Education Act provides an implied cause of action **Holding**

Cannon v. University of Chicago (1979) which prohibited sex discrimination in any federally funded program. The Court, stating that the female plaintiff was within the class protected by the statute, that Congress had intended to create a private right of action to enforce the law, that such a right of action was consistent with the remedial purpose Congress had in mind, and that discrimination was a matter of traditionally federal and not state concern.

Primary Holding

Evidence that Congress intended to create a remedy for a violation of federal law allows a court to find an implied remedy.

The Court, in an opinion by Justice Stevens, applied the four-part test set forth in *Cort v. Ash*, 422 U.S. 66 (1975), used in order to determine whether Congress had meant for a law to be able to be privately enforced:

1. Is the plaintiff a member of a special class for whose benefit the statute was enacted? (The court notes that this can not be used to imply a right of action that is merely a criminal statute that prohibits all persons from engaging in a general prohibited behavior).
2. Does legislative history express a legislative intent to create or deny a private right of action?

- 1 3. Would creation of a private right of action frustrate legislative scheme, or is it in fact
- 2 helpful to it?
- 3 4. Does the right involve an area that historically has basically been of concern to the
- 4 States?
- 5

6 The court determined that all of the *Cort* factors pointed to an implied right of action:

- 7
- 8 1. Women are clearly in the special class protected by the statute, for the statute
- 9 identifies persons who shall not be excluded.
- 10 2. Title IX contained language which copied that of Title VI, for which a private cause
- 11 of action had already been implied by the Fifth Circuit at the time Title IX was
- 12 adopted; this was held to show legislative intent.
- 13 3. The remedy was necessary, or at least helpful to accomplishing one of Congress' two
- 14 purposes: avoiding federal support for discriminators *and* protecting individual
- 15 citizens from discrimination. Private suits make this second purpose easier to
- 16 implement.
- 17 4. This question is not left to states because the federal government is primarily
- 18 responsible for protecting against discrimination.
- 19
- 20
- 21

22 There are four main factors to consider in an inquiry as to whether Congress intended to create
23 an implied remedy. These are whether the law was created to benefit a particular group of which
24 the plaintiff is a member, whether the legislative history forecloses the possibility that Congress
25 meant to create a private cause of action, whether an implied remedy would frustrate the
26 underlying purpose of the law, and whether the federal remedy would infringe on the state police
27

1 power. All of these factors weigh in favor of finding an implied private remedy under this law,
 2 which was intended to protect women.

3 217. *Bell v. Hood*, 327 U. S. 678, 327 U. S. 684 (1946). Section 27 grants the District
 4 Courts jurisdiction "of all suits in equity and actions at law brought to enforce any liability or
 5 duty created by this title. . . ." In passing on almost identical language found in the Securities Act
 6 of 1933, the Court found the words entirely sufficient to fashion a remedy to rescind a fraudulent
 7 sale, secure restitution and even to enforce the right to restitution against a third party holding
 8 assets of the vendor. *Deckert v. Independence Shares Corp.*, 311 U. S. 282 (1940). This
 9 significant language was used:
 10

11
 12 218. "And it is also well settled that, where legal rights have been invaded, and a
 13
 14 federal statute provides for a general right to sue for such invasion, federal courts may use any
 15 available remedy to make good the wrong done."
 16

17 219. *See also Tunstall v. Brotherhood of Locomotive Firemen & Enginemen*, 323 U. S.
 18 210, 323 U. S. 213 (1944); *Deitrick v. Greaney*, 309 U. S. 190, 309 U. S. 201 (1940).

19 It is for the federal courts "to adjust their remedies so as to grant the necessary relief"
 20 where federally secured rights are invaded.
 21

22 220. *Alexander v. Sandoval*, 532 U.S. 275 (2001), justice Scalia mentioned that as
 23 laws prohibits intentional discrimination which was the case in *Cannon v. University of*
 24 *Chicago*, 441 U.S. 677 (1979) ; Hence private cause of action was allowed.

25 221. **Trivedi's case it is intentional discrimination based on national origin,**
 26 **marital status, gender, and retaliation associated with whistleblowing and complaining**
 27 **about discriminatory treatment to management that led to her JOB LOSS eventually.**
 28

222. That this LACK of "express provision of any method" of enforcement "suggests that Congress intended to NOT preclude others," such as a private right of action. Hence as LACK of provision of enforcement available to violator of federal laws such as GE, GE managers, GE attorneys, Jenny schrager –Private Right of action is proper.

FIRST CAUSE OF ACTION

SECURITIES EXCHANGE ACT OF 1934, 15U.S.C. 78j(b), AND 17 C.F.R. 240.10b-5

223. Plaintiff realleges, reasserts, and incorporates by reference the facts and allegations stated in the previous paragraphs; as though fully set forth herein, as well as facts currently unknown.

224. Cases that held misleading product and service information to be the basis for Rule 10b-5 liability include *Warshaw v. Xoma*, 74 F.3d 955 (9th Cir. 1996); *In re Apple Computer Sec. Litig.*, 886 F.2d 1109 (9th Cir. 1989); and *In re Carter-Wallace Sec. Litig.*, 150 F.3d 153 (2d Cir. 1988).

225. As SEC Chairman Clayton noted in his September 20, 2017 public statement,

“Cybersecurity vulnerabilities can result in denials of service and the destruction of systems, “loss or exposure of consumer data, theft or exposure of intellectual property, and investor losses resulting from the theft of funds or market value declines in companies subject to cyberattacks.” Protecting employees who report information security deficiencies is critical to enabling companies to detect cybersecurity threats that may otherwise go undetected.

226. 17 C.F.R. § 229.303(a)(3)(ii); *see also* Donald C. Langevoort & G. Mitu Gulati, *The Muddled Duty to Disclose Under Rule 10b-5*, 57 Vand. L.Rev. 1639, 1680 (2004). It follows that Item 303 imposes the type of duty to speak that can, in appropriate cases, give rise to liability under Section 10(b).

227. "an omission is actionable under the securities laws when the corporation is subject to a duty to disclose the omitted facts." *In re Time Warner Inc. Sec. Litig.*, 9 F.3d 259, 267 (2d Cir.1993); *see Glazer v. Formica Corp.*, 964 F.2d 149, 157 (2d Cir.1992). Such a duty may arise when "statute or regulation requiring disclosure," or a corporate statement that would otherwise be "inaccurate, incomplete, or misleading." *Glazer*, 964 F.2d at 157 (quoting *Backman v. Polaroid Corp.*, 910 F.2d 10, 12 (1st Cir.1990) (en banc)); *accord Oran v. Stafford*, 226 F.3d 275, 285-86 (3d Cir.2000).

228. As required elements of those filings, Item 303 disclosures "give GE investors an opportunity to look at the registrant through the eyes of management by providing a historical and prospective analysis of the registrant's financial condition and results of operations. Due to the obligatory nature of these regulations, a reasonable investor would interpret the absence of an Item 303 disclosure to imply the nonexistence of "known trends or uncertainties

229. Trivedi allege that as per SEC rule 10b(5) ;GE's failure to make adequate disclosures under

- ✓ **Cybersecurity risks, Regulation SK Item 503 (17 CFR § 229.503-Prospectus summary and risk factors),**
- ✓ **Management discussion of cybersecurity issues under Regulation S-K Item 303**

- 1 ✓ Material weaknesses in internal controls under SOX Sections 302 and 404 addressing
- 2 cybersecurity
- 3 ✓ *GE failing to disclose cyber security, information security issues, 465 critical defects*
- 4 *could be committing shareholder fraud or violating SEC rules relating above items*
- 5
- 6 ✓ InsiteEXC issues that materially affect the operations.
- 7

8 **may serve as basis for a Section 10(b) claim against GE.**

9

10 230. GE as a public company required to address cybersecurity issues in its public

11 filings pursuant to its requirement to disclose significant risks to its business. If in doing so GE (“

12 company”) omits known, actual threats, it may violate the securities laws. See *Matrixx*

13 *Initiatives, Inc. v. Siracusano*, 131 S.Ct. 1309 (2011) –

14

15

16 231. Regulation S-K prescribes certain disclosures that a corporation must include in

17 its public filings, such as its annual report (10-K) and its quarterly report (10-Q).⁴ Item 503(c) of

18 SEC Regulation S-K requires a corporation to disclose risk factors and discuss the most

19 significant factors that make an offering speculative or risky (17 C.F.R. Part 229.503(c) –

20 company may violate SEC Rule 10b-5 when making public disclosures if it misstates or omits a

21 material fact See 17 C.F.R. § 240.10b-5 – that’s what GE did for it’s 465 defects, shitty

22 InsiteEXC and cybersecurity issues.

23

24 232. In relevant part, the rule states: “It shall be unlawful for any person ... [t]o make

25 any un true statement of a material fact or to omit to state a material fact necessary in order to

26 make the statements made, in the light of the circumstances under which they were made, not

27 misleading...in connection with the purchase or sale of any security.”

28

1 233. GE publicly dismissed reports Scott Erven submitted in 2015 in –Forbes news
2 article .

3 234. Vulnerable Breasts And Brains? Cancer Scan Tech Has Terrible Password
4 Security [https://www.forbes.com/sites/thomasbrewster/2015/07/10/vulnerable-](https://www.forbes.com/sites/thomasbrewster/2015/07/10/vulnerable-breasts/#62a219406b5a)
5 [breasts/#62a219406b5a](https://www.forbes.com/sites/thomasbrewster/2015/07/10/vulnerable-breasts/#62a219406b5a) July 10 2015
6

7
8

9 bones. But what if the humans who created those technologies didn't secure
10 them properly from outside tampering, potentially leaving patients open to
11 dangerous doses of radiation? A researcher has uncovered a wide range of
12 X-Ray and CT (computerised tomography) technology that appears to be
13 vulnerable. And it's that old problem, the use of poor passwords, that's to
14 blame.

15 Looking through reams of publicly accessible documentation, researcher
16 Scott Erven, from consulting firm Protiviti, discovered that one of the
17 biggest medical device providers in the world, GE Healthcare , had pushed
18 out a large number of nuclear imaging machines with weak default
19 credentials. These included the Discovery NM750b, a dedicated breast
20

1 Erven told GE about the issues back in August last year, before informing
2 the US government-funded Industrial Control System Computer Emergency
3 Response Team TISI +0% (ICS-CERT). He is unsure whether GE is going to
4 address the problems, saying the company's response was to say they were
5 just default passwords and could be changed. But Erven said in some cases
6 the documentation specifically asked the user not to change default
7 passwords, as it may prevent GE services providing support. Erven often
8 found it hard to find any information from GE on how to change passwords.

9 "GE Healthcare's general recommendation is that customers should change
10 default passwords on their healthcare devices wherever possible to increase
11 the protection and security of their medical systems, and guidance is
12 provided in device documentation," a GE Healthcare spokesperson said.

13
14 "It is important for our customers to decide on the levels of security they
15 place on all their medical technology to ensure availability for their care
16 needs as it will depend on how the devices are used in a hospital setting. GE
17 Healthcare significantly invests in privacy and security and will continue
18 staff training to support our customers."

19 The dangers of an attack on nuclear imaging technology are patent. First,
20 there's the risk that private data, literally data from under people's skin,
21 could be stolen, as well as any other patient information stored on the
22 affected machine. Second, if the configuration can be changed and the
23 dosing increased, there's a physical threat, according to Erven.

24
25 Nuclear imaging sees patients exposed to ionizing radiation, where particles
26 penetrate tissue to map out the innards of the body. Such radiation can
27 damage DNA and high doses might increase the risk of cancer.

1 235. Section 10(b)'s materiality requirement is satisfied when there is "a substantial
2
3 likelihood that the disclosure of the omitted fact would have been viewed by the reasonable
4 investor as having significantly altered the 'total mix' of information made available."

5
6 236. Sales information online for medical devices and public press release----and
7 elsewhere where GE omitted and misstated /failed to disclose any Insite issues/facts/truth --
8 instead bolstered it .youtube video (EXHIBIT 17).

9 237. *Web content inadvertently be considered an offer to sell or solicitation to buy*
10 *Securities.*

11 238. **The SEC has acknowledged the role of company websites and social media**
12 **platforms in communicating with investors (e.g., for purposes of Regulation Fair**
13 **Disclosure, or "Regulation FD")**

14
15 *According to the SEC in the May 2000 Release (see Section II(B)(1)), a company may be*
16 *subject to the antifraud provisions of the federal securities laws for any page on its*
17 *website if the page "reasonably could be expected to reach investors or the securities*
18 *markets regardless of the medium through which the statements are made, including the*
19 *Internet."*
20

21
22 239. A company should assume that all or substantially all of its web content may
23
24 expose it to liability under the securities laws. Material misstatements or omissions in web
25 content may be violations of Rule 10b-5 under the Securities Exchange Act of 1934. In addition,
26 as the definition of the term "offer" in Section 2(a) of the Securities Act of 1933 is interpreted
27
28

1 broadly, many web pages, including web pages intended to serve market or promotional
 2 functions, might be considered to contain an offer under the Securities Act.

3
 4 240. *As per (<https://www.investopedia.com/terms/s/sec-form-def-14a.asp>)*

5 *SEC Form DEF 14A is most commonly used in conjunction with an annual meeting*
 6 *proxy. The form should provide security holders with sufficient information to allow them*
 7 *to make an informed vote at an upcoming security holders' meeting or to authorize a*
 8 *proxy to vote on their behalf. Proxy statement it discloses material matters of the*
 9 *company relevant for soliciting shareholder votes and final approval of nominated*
 10 *directors as in DEF 14A.*

11
 12 *Form DEF 14A is often overlooked by the average investor. It contains key details on*
 13 *corporate governance, listed in the next section, that are scrutinized assiduously by*
 14 *activist and like-minded investors. The proxy statement helps shareholders understand*
 15 *corporate governance practices when it comes time to cast their votes for the proposed*
 16 *items. Lifting the Veil on Corporate Governance Practices*

17
 18 *SEC Form DEF 14A is a shareholder's main document to understand the composition of*
 19 *the board of directors and how they oversee management of the company. The board is*
 20 *responsible for the formation and running of committees-- Activist investors serve an*
 21 *important function in speaking up when they find certain corporate governance practices*
 22 *objectionable.*

23
 24 241. If GE would have disclosed InsiteEXC material information ; it would have given

25 GE shareholders including activist investor; TRUE STORY and STATE about their
 26 connectivity which ; Jeff Immelt and Still today GE is making multi billion bet.It
 27 would have made investors take into consideration HIGH STAKE and RISKS<
 28

LIABILITIES that connecting GE assets to internet brings and it's history, corporate culture about these issues, mindset. It is clearly shows how serious GE and it's management is. Cyber Security researchers have also shown concerns.

242. To best of plaintiff's knowledge and search using -EDGAR Search Tools on SEC.gov website; searching GE's public filing with SEC including since 2007 to 2018; type of filings 10-Q, 10-K, 8-K, DEF 14-A...

✓ Also in SEC filings dated 2013 till date; it shows that GE painted ROSY picture, look trendy and cool--of it's digital solutions (Internet of Things platform where Jeff Immelt put billions). Mentioned that "it's market is up to \$8 billion and wants everybody using it" as stated in 8-K form; but totally failed to consider RISKS, liability—even that putting many GE assets such as (Trivedi worked on jenbacher gas engines – internet of things platform in Boston)—Because many GE assets are age OLD, due to several limitations of computing processing power, procesing memory available, unable to get cyber security patches and upgrades due to these reasons.. This is misleading given that GE has lessons to be learned from INSITE EXC where GE recklessly connected medical devices on internet...Making cyber security vulnerabilities FOOTPRINT wider and Broader.

✓ GE DEF 14A –annual reports from 2012, 2014, 2011, 2013 has no mention of broken InsiteEXC(period realted to Trivedi's employment and arbitration)

✓ Also ---but intentionally not disclosing that still their CYBERSECURITY for these connected devices (upto 2018 government DHS alert)is in STONEAGE (EXHIBIT 1) ; vulnerable to hack, exploit and manipulation by a LOW SKILLED person(anyone with a low skill could hack and attack, take full control of medical device, stop device from functioning, change setting and more of such attack vector) which GE knew since 2014..But never made it

1 public, nor filed any SEC filing in terms of 10-K, 10-Q, 8-K , DEF 14-A. No mention in Item 7.
2 **Management's Discussion and Analysis of Financial Condition and Results of Operations,**
3 **SIGNIFICANT TRENDS & DEVELOPMENTS MD &A,Forward-Looking Statements, "Risk**
4 **Factors" , Item 7 operations.. Forward-Looking Statements" in BHGE's most recent earnings**
5 **release or SEC filings; and● the other factors that are described in "Risk Factors"**

7 243. *****

8
9 244. To best of plaintiff's knowledge and search using -EDGAR Search Tools on
10 SEC.gov website; searching GE's public filing with SEC
11 Filing 10-K - For year 2007 ,2008,2009,2010,2011,2012,2013,2014,2015,2016 mentions
12 INSITEEXC as follow

13 Item 7 operations..SIGNIFICANT TRENDS & DEVELOPMENTS MD&A

14 Healthcare SEGMENT - Our product services include remote diagnostic and repair
15 services for medical equipment manufactured by GE and by others, as well as
16 computerized data management and customer productivity services.
17

18 OR

19 Healthcare systems also offers product services that include remote diagnostic and repair
20 services for medical equipment manufactured by GE and by others.
21

22 245. But GE's omission of facts pertaining to an actual, known risk since 2007 about
23 InsiteEXC cybersecurity vulnerabilities and Scott Erven's hacking exploit report from
24 2014, my internal reports from 2011 to 2013 to GE and later in 2014 during
25 arbitration, and even when I sent email to Mr. Flannery in 2017
26

27 violate the requirements of Regulation S-K Item 303 and Rule 10b-5.
28

1 246. Thus, reporting an information security issue that contradicts or undermines the
2
3 company's management discussion and analysis of cybersecurity is protected under SOX, Dood
4 Frank act.

5
6 247. All of these filings 10-Q, 10-K, 8-K, DEF 14-A has no mentioning about cyber
7
8 security before and since Madhuri was doing mediation/ arbitration in 2013 /2014—2015 DEF
9 14A says they care paying attention to cybersecurity in GENERAL while no mention of
10 InsiteEXC ..I am glad that I became a catalyst/inspiration for GE to atleast at general level add
11 cybersecurity word in their filings.

12
13 248. GE knowingly never released patch nor made press release/public disclosure nor
14
15 SEC filing about Icert /DHS alert about security vulnerabilities related to Scott Erven nor me nor
16 all issues related to insiteexc.....so these two are contradictory and shows that GE conspired
17 ,played with regulators and investors, public by saying something and doing something
18 else...because after reading DEF 14 A it looks nice that how GE is doing in digital world –
19 internet of things –but at the same time have not addressed and kept public vulnerable to hacking
20 attacks; and in effect CIRCA STONEAGE.

21
22 249. Later in 2016- 2017 filings GE included generic disclosures in their management
23
24 discussion and analysis about cybersecurity issues that could materially affect the corporation's
25 financial condition and operations.

26
27 ✓ On top of all these Sachin Kendale who wrote code that took 40 minutes to load 1000
28

1 medical devices on a webpage; was never able to solve issues and support related to InsiteEXC
2 customers and PRODUCTION; who lacked technical competency ;as per Linkedin –in 2018
3 Sachin has been promoted to Senior engineering manager (Sachin holds one bachelor in
4 engineering from India) and architect driving GE’s PREDIX –internet of things. Putting
5 incompetent people who lack expertise and passion for cybersecurity is a “RECIPE FOR
6 DISASTER”...Also GE sending a message that if you keep your mouth shut (unlike Plaintiff
7 Trivedi); we give “TROPHY to the LOOSERs”
8

9
10 250. Misleading statements or omissions of fact are included in forward-looking
11 statements, the corporation GE may not be insulated. Required forward-looking
12 disclosure including totality of the company activity."

13 251. As GE made NO mention of cybersecurity vulnerabilities till date in its public
14 Filings.
15

16 252. GE violate Sections 302 and 404 of the Sarbanes-Oxley Act as it fails to disclose
17 material weaknesses in its internal controls related to information security. From 2007 to 2014
18 till Trivedi’s arbitration ; GE had not mentioned such cybersecurity related controls and it’s
19 weakness. Section 404 of SOX requires a corporation to assess the effectiveness of its internal
20 controls in its annual reports, and an outside auditing firm must evaluate that assessment.
21 Material weaknesses in those internal controls must be identified. 15 U.S.C. § 7213
22
23

24 253. 15 U.S.C. § 7213(a)(2)(A)(iii)(III)a description, at a minimum, of material
25 weaknesses in such internal controls, and of any material noncompliance found on the basis of
26 such testing.
27
28

1
2 254. Section 302 of SOX requires a corporation's CEO and CFO to personally certify
3 the accuracy and completeness of financial reports, and they must assess and report
4 on the effectiveness of internal controls around financial reporting.(16 15 U.S.C. §
5 7241)
6

7
8 255. All these years from 2007 to 2014 (Jeff Immelt certify) and later upto 2018 other
9 CEO including Jeff Immelt.
10

11 *****

12
13 256. (*In re Harman Int'l Indus., Inc. Securities Litigation*, 791 F.3d 90 (D.C. Cir.
14 June 23, 2015) – [https://www.cadc.uscourts.gov/internet/opinions.](https://www.cadc.uscourts.gov/internet/opinions.nsf/1B7208ADC298E6C985257E6D00539C76/$file/14-7017-1559106.pdf)
15 [nsf/1B7208ADC298E6C985257E6D00539C76/\\$file/14-7017-1559106.pdf](https://www.cadc.uscourts.gov/internet/opinions.nsf/1B7208ADC298E6C985257E6D00539C76/$file/14-7017-1559106.pdf).)
16

17 *In Harman, an electronics company made forward-looking statements that reflected*
18 *positively on its sales outlook. However, the plaintiffs alleged the company was aware of*
19 *historical facts strongly indicating that its sales prospects were less than stellar. In*
20 *holding that the plaintiffs' case could proceed, the court found that the company's*
21 *cautionary statements about the forward-looking information were not meaningful*
22 *because they were misleading in light of the historical facts. Because the company*
23 *warned of only general, unspecified risks that could affect its rosy outlook, but did not*
24 *disclose actual risks that had already manifested, the safe harbor would not apply to the*
25 *forward-looking statements. The court explained that a "warning that identifies a*
26
27
28

1 *potential risk, but 'implies] that no such problems were on the horizon even if a precipice*
2 *was in sight, ' would not meet the statutory standard for safe harbor protection."*
3
4

5 257. **Insite Exc application in production** was vulnerable for online attacks and there
6 were security issues. Madhuri reported (as frustrated internal customers and online engineers
7 came to Madhuri , asking her help and opening support tickets) June 2012 that Insite Exc code
8 needs to build with newer version with security update to address memory/online attack issue..
9 **"Enable memory protection to help mitigate online attacks" which was required to be**
10 **unchecked in settings in order to establish/install remote connectivity. (EXHIBIT 30).**
11

12 258. Interesting is that given GE has enormous amount of money and resources; as
13 shown in EXHIBIT 30 it used out of date ACTIVE X controls. ActiveX in itself poses several
14 cyber securities threats and is not considered very good/ INSECURE PROTOCOL...Microsoft
15 has stopped providing support to ActiveX ; It is considered DEPRICATED for SECURITY
16 reasons too given it's attack vector..
17

18 259. At GE; ActiveX controls were built without SECURITY update . ActiveX control
19 were required to be built using Visual Studio C++ 2005 or higher and it was June
20 2012(EXHIBIT 30)—It shows GE used old, out of date, STONEAGED cybersecurity
21 components. Since 100 or so online engineers were stuck and were not able to establish remote
22 connectivity due to this ActiveX issue...GE needed some quick fix...as I mentioned in the email
23 running ActiveX and establishing connectivity —encounter compromise.
24

25 260. The ActiveX security is designed on how USER of ActiveX chooses various
26 SECURITY options and be a Cyberpolice for own usage of ActiveX.The ActiveX security
27 model relied almost entirely on developers promising not to develop malware, Microsoft gave
28

1 the creators the ability to sign their applications. These digital signature certificates are double-
2 checked and certified by services like VeriSign. Identified code would then run inside the web
3 browser with full permissions .(In Java, user can put only partial trust in a program, while
4 ActiveX requires either full trust or no trust at all.), meaning that any bug in the code was a
5 potential security issue; this contrasts with the sandboxing already used in Java. Java applets,
6 which perform many of the same functions as ActiveX controls, are heavily restricted as to how
7 they interact with a user's PC. Java applets can't erase files from a user's hard drive because it
8 uses "sandboxing ". ActiveX is not sandboxed at all. Once downloaded on a user's computer, the
9 ActiveX control becomes part of the operating system with the ability of tampering with every
10 piece of hardware and software on the machine.
11

12
13 261. Microsoft didn't restricting ActiveX's functions, Every time Internet Explorer
14 needs to download a new ActiveX control, it launches a pop-up window. It then asks the user if
15 wants to proceed. Then user, has to decide whether the ActiveX control is legitimate or a Trojan
16 Horse for nasty/malware code. Microsoft gave the creators the ability to sign their applications.
17

18 262. **A "good" plug-in or Good ActiveX program can also hurt. By accepting an**
19 **Active X program, user is trusting that the ActiveX program has no security-relevant bugs.**
20 **As we have seen so many times, systems that are meant to be secure often have bugs that**
21 **lead to security problems.** With ActiveX, this problem is made worse if you click the box
22 which accepts all programs signed by the same person (for example, if user accepts anything
23 signed by GE/Vendor). While one GE/vendor program may be secure, another one may have a
24 security-relevant bug.
25

26 263. This problem even applies to code written by own company for internal use aka
27
28

1 GE written ActiveX. Once the plug-in or program is installed in user browser, an external
2 attacker could write a Web page which used User's internal program ;bug passed it OWN data
3 which corrupted the program and took over USER's machine.

4 264. Trivedi suggested bandage-short term fix, security compromise and long term fix.

5 265. At GE "InsiteEXC" RAVIEWER was required to establish remote connectivity and
6 many times online engineers/internal customers had to download/re-download it as per settings.
7

8 266. GE architect Bill Barbiaux, architect Nate Davis, Lead systems designer Gregg
9 Stratton all three of them with with GE from 20 years, 30 years ,10 years respectively.
10 But None of three had any clue and were doing this from 2007, from 2009 and in 2012 received
11 plaintiff Trivedi's analysis and findings....
12

13 267. GE argument that they can't rebuild ActiveX with security update because ; they
14 bought huge chunk of InsiteEXC software/firmware code from company called "QUESTRA"
15 and Quesstra got bankrupt ; hence they don't have access to source code..So GE has to make new
16 connectivity platform from GROUND up...But Chris Hardimen-Program manager for GE
17 connectivity mentioned that it is not Quesstra gone out of business but GE's unwillingness to
18 spend some million dollars in fixing this..but GE bought Quesstra software in 2004 with major
19 update to that in 2007 and it was 2012 ; still they were sitting on pile of defects and cyber
20 security vulnerabilities; hoping and praying that nothing happens to their broken remote
21 connectivity platform while continuously & knowingly and after all this Trivedi talked—more
22 aggressively putting Insite on all kind of medical devices and selling it to customers
23 worldwide...
24

25 268. Even in new platform development which was no way near the end for years to
26
27
28

1 come even though Trivedi reported ActiveX securities; GE continued at that point to USE
2 ActiveX. After I left GE may have DROPPED or may not..I am not SURE as I did arbitration so
3 ;GE might have taken it seriously or might not..
4

5 269. GE's omission of facts pertaining to an actual, known risk could violate the
6 requirements of Regulation S-K Item 303 and Rule 10b-5. Thus, reporting an information
7 security issue that contradicts or undermines the company's management discussion and analysis
8 of cybersecurity could be protected under SOX.
9

10 270. Another example InsiteEXC sends health and diagnostics information from
11 medical devices back to GE server. And on number of occasions; GE customers and online
12 engineers contacted Trivedi directly as no one from front line support team was resolving
13 their issues. As Trivedi got such a PANIC call where customer mentioned to TRIVEDI that
14 MRI COIL temperature that medical device sends back to GE server—it was having issue (
15 this problem was consistent for more than six months to year) because that data is
16 somewhere getting corrupted; 4 degree Celsius is showing 40 degree Celsius and vice versa.
17 He was concerned as this could affect GE to address issues on MRI machine from
18 SERVICE point of view.
19
20

21 271. Trivedi mentioned this MRI customer call to her reporting manager David
22 Mehring and instead of addressing this David started continually harassing Trivedi and asking
23 her to improve relationship skills.
24

25 272. Plaintiff states that, to the best of her knowledge, "this false data related Insite2
26 has been reported "as accurate" by GE in wire communications such as the Internet.
27

28 273. Plaintiff also allege that GE "knowingly failed to comply with its Business Code

1 of Ethics, an internal control relied upon by both its auditors and shareholders," and that such
 2 failure "renders the signature of its Chairman of the Board and Chief Executive Officer on its
 3 annual report a violation of the Securities and Exchange Act and SOX.

4
 5 274. It also seems GE's failure to state on its Form DEF 14A filings anything related to
 6 InsiteEXC may be an omission of material fact the disclosure of which would have made the
 7 proxy statements "not false or misleading." *Id.* § 240.14a-9(a). Thus, in complaining that relevant
 8 information did not appear in these SEC filings as required, Plaintiff allegedly implicates SEC
 9 rules violations.

10 275. DEF 14 A proxy shows GE's failure to disclose material information in DEF 14A

11 Proxy statement --though Plaintiff Trivedi doesn't have any proxy voting rights..

12
 13 276. Above Proxy DEF 14 A related information showed how important Proxy DEF
 14 14 A form is and how it impacts activist investors, oversight on management practice
 15 and board of directors responsibility. Hence boards of directors are defendants in this
 16 lawsuit. Also hiding material information in DEF 14 A is what this claim is about.

17
 18
 19 277. Trivedi has alleged "a strong inference of scienter" with respect to GE's failure to
 20 disclose..Trivedi has pleaded scienter adequately, satisfying statute requirement. Plaintiff Trivedi
 21 allege facts giving rise to a "strong inference that the GE acted with the required state of mind."
 22 *Id.* § 78u4(b)(2)(A). Trivedi has "alleged facts (1) showing that the GE had both motive and
 23 opportunity to commit the fraud (2) GE 's action constituting strong circumstantial evidence of
 24 conscious misbehavior or recklessness." Intent so GE can continue sale/ service contracts by
 25 not getting exposed to corporate credibility, loose their market share, sales, revenue and more".
 26

27 278. GE engaged into Several Deceptive Marketing practices
 28

1 279. **These INSITE EXC service contracts play a significant role in GE healthcare**
2 **annual revenue** — GE was negligent, lacked sense of urgency to correct this conduct or to
3 report it to appropriate parties such as the FDA and its customers, government, investors because
4 doing so would have adversely affected the large profit from service contracts' revenue and
5 fraudulent inducement from sales of GE healthcare medical devices . This would have adversely
6 affected company image in eyes of investors, and many other repercussions; would have
7 significantly reduced or eliminated bonus compensation and other stock based compensation for
8 GE executives to ensure that its officers would earn compensation related to economic
9 performance, that stock options and other stock-based compensation would be maximized
10and also GE would have impact on receiving government contracts such DOD and Veterans
11 Affairs hospitals and other public private purchase of medical devices and service contracts.
12

13 280. Further disclosure of this fraudulent defective medical devices/remote service
14 would have significantly reduced GE's revenue and reputation . . . , and a wide range of related
15 conduct all based on fraudulent data and the failure to report this material information of medical
16 devices fraud and related cybersecurity RISK and VULNERABILITIES.
17

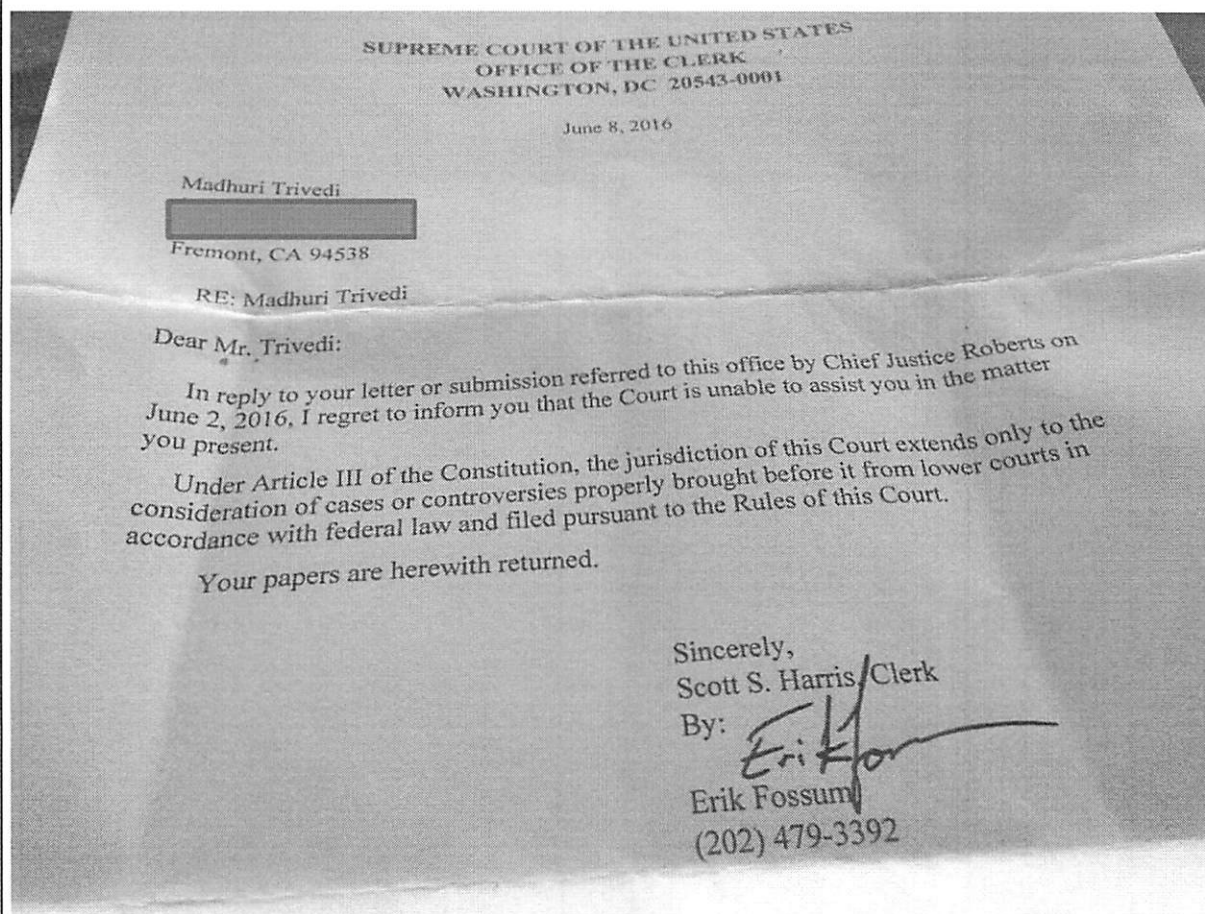
18 281. GE had consistently reported/misled public and customers that InsiteEXC
19 **quality, HIPPA, HITECH, robust cyber security (EXHIBT 17 and insite brochure, various**
20 **medical device manuals) while intentionally concealing that InsiteEXC is NOT in**
21 **compliance FDA's 21 CFR § 820.90 - Nonconforming product, product non conformance,**
22 **defects and cybersecurity vulnerabilities, aging platform that was falling apart and Scott**
23 **Erven's report.**
24

25 282. Regarding supreme court ruling in Digital Realty Trust, Inc. v. Somers —I sent a
26
27
28

1 letter to chief justice Roberts on Feb 2016; his clerk read and returned; told me on phone that I
2 should file a lawsuit in lower court then only eventually case come to supreme court .(This letter
3 is part of my supreme court application , writ). In March 2016 I filed lawsuit against DHS –
4 Trivedi v. USDHS et al. No. 16-CV-
5 1122, 2016 WL 10651086 (N.D. Cal. 2016) - ECF 1 page
6
7 28 paragraph 106 “”David Boise law firm attorney said that “it is SEC matter and I have valid
8 SEC claims” “–

9 283. Trivedi v. USDHS et al. ECF 1- complaint page 20-21; I mentioned Chief
10 justice John Roberts in the emails I sent to DHS(I mailed copy of that email to supreme court
11 addressing justice Roberts and it is part of my supreme court application; in that letter I also
12 mentioned my DHS lawsuit, docket number)
13

14 284. My letter to chief justice Roberts at Washington DC and supreme court clerk Erik
15 Fossum letter back to me..I have mentioned California lawsuit in this letter as well as that “GE
16 matter is SEC matter as mentioned by SEC attorney David Nelson who reviewed”
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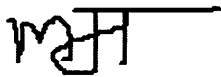
Attn: Chief Justice Roberts
To,
Supreme Court of the United States
1 First Street, NE, Washington, DC 2054

Honorable Chief Justice Roberts,
please find attached email I sent to DOJ, DHS and other people on February 10th 2016 (I have mentioned your name as to copy you this email). My Massachusetts institute of Technology (MIT) professor – Patrick Hale(pat_hale@mit.edu) was going to send this to you. But I recently learned that He emailed it to some address at supreme court. And when I spoke about my situation to Supreme court clerk Eric Fossum ; he mentioned ONLY way to send documents to supreme court is via mail. Hence I am mailing it NOW. My mail dated April 9th , has been lost in Washington DC area.

1 I request that you do everything in your authority to help me – an extra ordinary ability , talented
2 engineer and a woman from India (who is in distress and extreme hardship for quite a while now
3 for no reasons.); after investing 13 years of my life in US and contributing to US economy and
4 healthcare; I have been put in a terrible immigration situation in retaliation to raising fraudulent
5 activities/defects at my ex employer General Electric. **Please consider me as like your**
6 **daughter and do everything you can in your capacity.** Currently I feel it is lawless and system
7 is not working. Article III branch is only hope to get justice now.

8 NOTE: on March 7th 2016, I have filled a lawsuit in Northern District of California case number
9 -16-CV-01122-JD.

10 Thanks and regards

11 

12 Madhuri Trivedi
13 Founder, Lead engineer-OrangeHealth
14 Phone: 8602996234
15 Email: Madhuri.orangehc@gmail.com
16 1401 Red Hawk Circle, Apt G205,
17 FREMONT. CA-94538

18 LinkedIn : <https://www.linkedin.com/in/trivedim>

19
20
21
22 **1. Note: in below email I have removed receipt number, one personal detail and added**
23 **name of a federal judge.**

24 ----- Forwarded message -----

25 From: **Madhuri Trivedi** <mcis99@gmail.com>

26 Date: Wed, Feb 10, 2016 at 6:09 AM

27 Subject: Fwd: Fraud by General Electric and fraud, retaliation, gross mis management by
28 Immigration officials

To: Josh.Eaton@usdoj.gov, David.Callaway@usdoj.gov, "San.Francisco"

<San.Francisco@ic.fbi.gov>, John.Roth@oig.dhs.gov, "Gaughran, James"

<James.Gaughran@oig.dhs.gov>, maria.odom@dhs.gov, cisombudsman

Page - 114 -of 188 COMPLAINT

Madhuri Trivedi v. General Electric et al.

<cisombudsman@hq.dhs.gov>, laurel.rimon@oig.dhs.gov, "Johnson, David J. (SF) (FBI)"
 <David.j.Johnson@ic.fbi.gov>, Pat Hale <pat_hale@mit.edu>
 Cc: jeh.johnson@dhs.gov, Donald.W.Neufeld@uscis.dhs.gov, thomas.pearl@uscis.dhs.gov,
 mark.hazuda@uscis.dhs.gov, gregory.richardson@uscis.dhs.gov, "NSCFollowup.NCSC"
 <NSCFollowup.NCSC@uscis.dhs.gov>, tsc.ncscfollowup@dhs.gov,
 lcon.rodriguez@uscis.dhs.gov, Madhuri <mcis99@gmail.com>
 To,

2. Office of Inspector General -DHS, Whistleblower Protection program DHS, FBI, US
 attorney's office David R. Callaway *Chief of the Criminal Division*,
 US attorney's office Joshua Eaton
 , DHS Inspector general John Roth, Laurel Rimon, Counsel to IG, FBI special agent- San
 Francisco , Supreme court of United states- Chief Justice John Roberts.

3. **Immigration officials involved:** Mark Hazuda, Director at Nebraska Service center,
 Gregory Richardson- Director Texas service center , Jeh Johnson- Secretary DHS, Leon
 Rodriguez –USCIS, Donald Neufeld -director USCIS, Texas and Nebraska service center

4. **Please consider this as criminal report filed against/ for these immigration officers
 and directors/USCIS who are knowingly violating laws and discriminating, retaliating,
 terrorizing, torturing me. And GE people as well. I request that criminal charges are
 pressed against them. It is sad that in this era of Corporatocracy ; individuals STILL can't
 press criminal charges.**

5. **Please approve petitions, give work authorization which I am trying get since last
 two and half years – a person of extra ordinary ability –EB1**

(1) Receipt SRC 1480006489, (2) I 485 is SRC1590052433 and (3) I 765 Receipt is
 SRC1590052434 . I need to pay my bills.

6. **These petitions were wrongfully and unlawfully denied.** Denial letter has random
 things ..clear that they decided to deny and then added random things to letter.
 My petition LIN -16-022-50295 is also treated same way like these three mentioned above. I
 received Request for evidence letter, it is exact copy of the one I received in November
 2014..Several evidences critical to my petition have been not mentioned, overlooked and it is
 clear that USCIS has made up his mind not to approve my petition. This is result of GE's
 influence at the highest level ...**This is egregious, gross and unlawful.**

7. I have economic necessity for extreme hardship because I am a single woman .
**Severe financial loss to company or individual which is Madhuri Trivedi-me; that I need
 to take care of myself. Currently I am not earning any money.**

Sincerely,

Madhuri Trivedi

<https://www.linkedin.com/in/trivedim>

8. **Sequence of event with USCIS:**

Ø I went to Milwaukee DHS field office in October 2013 and April 2014. I spoke with

1 immigration officer and her supervisor, mentioned my hardship and upcoming arbitration.
 2 Week after my April 2014 visit to USCIS that **USCIS service director Donald Neufeld**
 3 signed a letter and sent it to scare me so I don't do arbitration which was in May 2014. I had
 4 paid consultation with immigration attorney **Mencini, Ana** (amencini@kentlaw.iit.edu). She
 5 stated that they want to stop you from doing arbitration, but you are doing arbitration. They
 6 can't kick you out and threaten you like this. Do arbitration next week.

7 9. Ø In November 2014, I spoke with FBI agent on phone about Andrew Beato , fraud/quitam
 8 attorney who was very interested in quitam case..I mailed In 2014 , when I sent a package to
 9 immigration in which I mentioned Fraud attorney Andrew Beato 's contact and that I am
 10 working with him on Quitam/FCA. ONLY FedEx, immigration and FBI agent knew this.
 11 FBI is the one who said it is Quitam matter in the first place. Anyway, the day immigration
 12 received package, Andrew called next day and said GE has contacted his partner to represent
 13 GE and because of conflict he is no longer represent me.

14 10. Ø Even though I emailed Texas center and copied a letter via email to expedite to Leon
 15 Rodriguez, Donald Neufeld (I was also having health issues) in February that given my hardship, they
 16 expedite my case and I will be moving to California next week , first they denied my expedite
 17 request and day after I landed to California on March 2, 2015-- They denied my pending
 18 I 140/485 petitions knowing that I will be in vulnerable position...

19 11. I went to San Jose DHS field office to inquire about this on March 4, 2015.
 20 Immigration officer said they haven't denied your case but denied expedite request (based on what
 21 they saw in computer system)..I requested to talk to supervisor. When I mentioned that FBI stated GE
 22 was doing fraud against government. Supervisor said Texas center has trashed your petition.

23 12. Ø Finally after Senator Boxer did inquiry and I received denial letter in July. I moved to CA
 24 from WI, and I had address change issue.

25 13. Ø Between March and July, 2015, I received several email alerts from USCIS, mentioning
 26 that document related to my green card/EAD was mailed (It said this email is sent when petition is
 27 approved and greencard/EAD are mailed). I never received anything nor green card as it was
 28 denied. But they kept sending such emails to keep me confused.

1 14. Ø I refilled I 140 /485/765 in July 2015...they returned these package three times till October
 2 2015; asking money/fees in terms of thousands ..which I already paid in past. At last in October
 3 2015, I paid again fees for I 140..I went to San Francisco field office in November 2015 to
 4 request expedite of my case. I showed all my documents to Immigration officer. Immigration
 5 officer stated that from what she saw "Madhuri you are a person of extra ordinary ability"
 6 but your case can't be expedited. After several request she filled expedite request based on
 7 humanitarian basis; which got denied in less than 24 hours.

8 Ø **wkd3371504455LOD(for I 485 and I 765 case to get receipt). USCIS had my package**
 9 **in November..They were not sending me receipt and I didn't pay \$1000 . The day**
 10 **congressman Mike Honda office made inquiry about this .USCIS returned package to me ;**
 11 **signed by Mark Hazuda asking \$1000 fees.**

12 15. I came to US on H4 spouse visa in 2003. My ex-husband was physically and verbally

1 abusive. I have medical records and police certification for his criminal violent activities. I got
 2 divorced in March 2006. I went to student visa and got my masters in computer science at
 3 Cleveland state university. I worked on OPT and then got H1 B visa. I worked for Fortune 10,
 4 Fortune 50 company such as United Technologies, GE and startups founded by Harvard scientist
 and noble laureates and TOP GUN in US navy.

16. I was working at General Electric healthcare as a lead engineer and they were knowingly
 5 releasing defective product on 100,000 medical devices; which had 600 critical defects for
 6 several years. I didn't sign off on test plans for this product and I was able to hack the system
 7 that remotely control and communicate with 100,000 medical devices... lack of security features
 such as audit trails, activity logging, reporting and many more things,

17. GE was forcing me and they themselves wanted to release remote service product on
 8 surgery and many more device on a **Linux platform** in a same way they were **doing it for 10**
 9 **years on Windows platform**. Windows and Linux are two different operating systems and are
 10 like apples and oranges. I was able to hack it on a Linux platform and GE was desperate to sell
 that product.

11 18. I believe and very senior executive , fraud attorneys mentioned that GE people
 12 should be in a jail. Linux and windows are different how can they do this. GE retaliated and
 13 messed up my immigration..

19. I was one month shy of getting my green card process processed as –a person of
 14 exceptional ability/advanced degree (EB2) at GE and they got rid of me(remove witness)...for
 15 almost three years I am trying to work with immigration on this. But GE has influenced
 immigration and GE is using immigration is a tool.

16 I have founded a start up since then “OrangeHealth” – a platform for chronic condition
 17 management and communication. 86% of US healthcare cost goes toward chronic diseases
 18 related care, and there is nothing done to prevent it. Obamacare hasn't solved this as well.

20. System is not working, fighting in Texas /and appealing to supreme court at cost of
 19 taxpayer's money to give work authorization to millions of illegal immigrants; while victim of
 20 crime who files for U visa are not getting work authorization for 16 months after they file
 21 for visa petitions. Most of them are working illegally including women to support themselves.
 22 USCIS Instead of them getting work authorization immediately, doing other things which
 clearly shows that people don't want immigration.

23 21. If USCIS is fighting lawsuit in Texas for millions of people on TAX PAYER's money
 24 ..giving 100,000 work authorization to spouses of H1 in first year itself (all these takes away
 25 jobs from Americans), releasing several memos recently to give flexibility to H1 and ease path
 26 to permanent residency to millions – including 181 page memo by Jeh Johnson. This is a torture,
 unlawful, violation of human rights. Treating me like a shit because I am a not from poor country
 India.

27 22. My whole life is on Hold right now. Harvard medical school - where they make
 28 artificial protein /DNA and which is cutting edge have offered me a job as a lead engineer

1 since April 2014 ,in salary range of \$65,000 to \$115,000 annually.

2 23. I have mentioned about Dr. Jonathan Rothberg in my EB1 petition. He came to
 3 meet me in person when I joined first day at Raindance technologies(He is a founder). **I read**
 4 **recently that in 2016 White House is giving him a national**
 5 **award.** ([https://www.whitehouse.gov/the-press-office/2015/12/22/president-obama-honor-](https://www.whitehouse.gov/the-press-office/2015/12/22/president-obama-honor-nations-leading-scientists-and-innovators)
 6 [nations-leading-scientists-and-innovators](https://www.whitehouse.gov/the-press-office/2015/12/22/president-obama-honor-nations-leading-scientists-and-innovators)) So you get the point. We were ONLY 20 people
 7 when I joined Raindance as a software engineer. Software team was two people and then 2 were
 8 added after six months. I developed an instrument (instrument price was \$150,000 per unit)there
 9 which is a biological equivalent of personal computer. Raindance executives and other seniors
 10 have stated that my contribution was of a major significance, leading /critical role
 11 to existence of organization and entrepreneurial.

12 24. I have made original/major significance contribution to US healthcare, US
 13 economy and US society.

14 25. Obstruction of justice and witness tampering, wrong doing and gross
 15 mismanagement , retaliation by immigration officers/directors because I did arbitration with
 16 GE.

17 26. Documentary “We are not broke” clearly states that Obama administration has close ties
 18 with GE and because USCIS/DHS works under Executive branch and hence under President
 19 Obama ..there is a linking that GE is using this relationship to influence and hurt me/harass
 20 /terrorize me for my immigration ..so I give up, get/stay sick, go back to India.

21 27. Knowingly, USCIS/DHS is terrorizing and torturing me , holding me hostage so I can’t
 22 earn money, stay in distress.. I can’t even incorporate my start up, have board of directors, co-
 23 founders or someone to put some money. Partner at Chertoff group –(Chertoff group is founded
 24 by former department of homeland security chief Michael Chertoff.) Jim Pflaging was interested
 25 in first being adviser to my start up. Mayo Clinic physician and John Hopkins physician looking
 26 to join as co founder..In this mess , I have lost all motivation and energy to work in healthcare
 27 start up.

28 28. Week before my arbitration, even though immigration knew about it; Service director
 Donald Neufeld signed a letter to terrorize me so I don’t do Arbitration.
 At arbitration hearing, I had Chief Technology Officer of GEHC- Mike harsh , Chief Executive
 Officer –Global service-Mike Swinford come to testify. They both make millions in salary and
 have their own private jet.

29 29. Stanford law professor Martinez Janet said that “arbitration I did with GE and GE was
 doing fraud; that’s why Immigration is harassing you.....**your start up can very successful**
that’s also reason to keep me in distress”.

30 30. Start-up veterans and Venture capitalist have indicated that “president Obama is on your
 Six...I-Madhuri is doing start up in healthcare for a cause and HC is all about money”

31 31. Philips healthcare manager Hans Griesser and ex-general manager at GE Healthcare;
 both stated that GE needs to do a recall..These things are completely unacceptable.
 FDA investigation numbers: Case number COR14000050 and CPT1400185.

1 FDA doesn't take things seriously unless someone has died.

2 32. **Federal judge Andrew Hanen** reviewed all my immigration documents ; had asked his
3 attorney to do GRAND JURY criminal investigation about GE and immigrationThat US
4 attorney was tied up in drug matters and didn't have resources from his small office...

5 33. FBI stated that GE was doing fraud against government. Top litigators in US has looked
6 into the GE fraud matter and said that GE was doing a fraud against government ...and lots of
7 money in this case; but advised that it is long, ugly fight against **invincible GE (David Vs
8 Godzilla)** who has connections and influence everywhere(SORRY to write this but they said
9 this and I am experiencing it first hand).. **David Boise Law firm lawyer** said it is **SEC matter**.
10 "GE is using immigration as a tool to harass me " -- Andrew

11 Beato (<http://www.steinmitchell.com/lawyers-Andrew-Beato.html>) and David
12 Haron (<http://www.haronlawgroup.com/david-l-haron.html>) Quitam attorney said that.

13 34. David Haron –Quitam attorney was at Foley and Mansfield law firm in 2014. David said
14 that if a small company would have done what GE did, they put them in JAIL....nothing happens
15 to GE..They will pay fine like a traffic ticket for them and seamlessly get away. He advised that
16 if GE reinstate and I get my green card/ ability to stay in US; that is more important than fighting
17 Quitam case ...Foley and Mansfield law firm wrote a letter to GE to reinstate me. But no
18 outcome.

19 35. I had two surgeries recently, went ER twice and still distress related hormone cortisol is
20 creating havoc in my body and immune system. In April 2015, I hit my nose with a wall. I am
21 still recovering as have some swelling and need to take care of this.

22 36. **I deserve better life then doing all legal field things and held hostage and in
23 extreme hardship, distress and financial constraint, mental and emotional trauma- caused
24 by GE and USCIS.**

25 37. *About My start up: Orangehc is a peer to peer platform for health management –usable
26 and secure. Artificial intelligence to measure health conditions, connect peers.
27 A mobile app (phase 1) For people interested in healthy living, manage chronic condition. The
28 company aims to provide support, advise, expertise though peer to peer interactions; users can
be anonymous. By driving accountability, purpose and context through communities and
measurement/analytics though fitness/health data integrated (phase 2). Prevention is better than
cure by managing chronic condition such as a hyper tension future stroke and disability can be
prevented. US cost saving \$200 billion global double US number. Chronic disease is the leading
cause of death and disability worldwide.*

GE fraud related

38. At GE Healthcare, remote service and connectivity medical device "Insite Exc " was remotely communicating and controlling 100,000 medical devices. There were defects in terms of 600-2000 defects and 600 critical design non conformances; unresolved for several

1 years and medical Device Insite Exc was launched in 2004. It lacked security features, audit
 2 trails, activity logging and security reporting.. Fraud attorney at Cohen Milstein law firm
 said that it is fraudulent inducement..

3 39. There were lack of security features/I was able to hack it while
 4 testing...GE performed sham quality tests and “willfully concealed the existence, frequency and
 5 severity of the products’ defects,” with “grossly inadequate testing procedures”.....for
 6 knowingly selling defective, life threatening medical devices used by Department of Defense,
 Veterans Hospital (In 2013 , at Veterans hospital in NY patient died due to faulty GE MRI
 7 system.....so GE has been reckless in their devices). Medical devices were **ultrasound, MRI,**
surgery , Lunar, radiology servers and more.

8 40. For bringing this fraud and defects to management's attention and NOT willing to
 9 participate in their fraudulent scheme...Madhuri- I was harassed, received abusive
 10 treatment and wrongly accused of insubordination . She was also ostracized and marginalized
 by management. Since then I have been suffering terrorizing acts due to GE and their influence
 at all level

11 41. The company’s “scheme to defraud its customers by knowingly selling defective
 12 and potentially dangerous remote control product on most of all their medical devices”. GE
 13 fraudulently induced the federal government (including the Department of Defense and Veterans
 Administration) , state governments to buy its defective product through both misstatements and
 14 material omissions. Each of us has the right to expect any medical equipment used for our
 15 medical care to be safe and effective, but we are all placed at great risk when medical equipment
 16 companies violate our trust and knowingly sell equipment that is defective,” the evidence shows
 17 GE’s callous disregard for the fact that these defective product(s)—which they consciously,
 18 aggressively sold after knowing existence defects—could mean life or death for unsuspecting
 patients, loss/theft of their protected health information(PHI). This case is not just about
 19 recouping money for taxpayers—it is an indictment of a company that placed a higher
premium on profits than public health and safety.”- public policy violation as well.

20 42. **Department of defense signed \$400 million worth of service contract in last**
 21 **ten years...** In the document, I have attached for many GE devices, they are making claims that it
 22 has HIPPA /HITECH violations, security, audit trails, reporting which is false. Even for non
 defense/govt customers such as public/private customers it is false claims and fraudulent
 inducement .

23 43. Because their competitors for medical devices such as Philips and Siemens don't
 24 have such remote service capabilities so that's how Insite Exc was a service differentiator and
 service alone was \$5 billion business.

25
 26
 27 285. It is also equitable estoppel as due to my immigration hardships attorneys where
 28

1 not able to file Quitam ...And immigration that GE screwed prevented me from fighting for
2 clause of action mentioned here..

3 286. Later in March 10, 2017 I filed Emergency application with justice Kennedy ;
4 Application (16A888) for injunction, submitted to Justice Kennedy.
5 ([https://www.supremecourt.gov/search.aspx?filename=/docket/docketfiles/html/public/16a888.ht](https://www.supremecourt.gov/search.aspx?filename=/docket/docketfiles/html/public/16a888.html)
6 [ml](https://www.supremecourt.gov/search.aspx?filename=/docket/docketfiles/html/public/16a888.html)) and later on April 19th 2017 to all justices. .Again I filed Petition for a writ of certiorari on
7 January 2, 2018 – DOCKET No. 17-985
8 ([https://www.supremecourt.gov/search.aspx?filename=/docket/docketfiles/html/public/17-](https://www.supremecourt.gov/search.aspx?filename=/docket/docketfiles/html/public/17-985.html)
9 [985.html](https://www.supremecourt.gov/search.aspx?filename=/docket/docketfiles/html/public/17-985.html))...All these supreme court communication had SEC violation info where I mentioned
10 that I have valid SEC claims as confirmed and mentioned by SEC lawyer and a former SEC
11 regional director David Nelson.. Note that supreme court issued opinion on Digital Realty Trust,
12 Inc. v. Somers on Feb 21 2018; while my Petition for a writ of certiorari was already filed with
13 supreme court on January 2, 2018
14 and was pending. So my case is indirectly not just coming out of BLUE all of a sudden after
15 supreme court ruling on Digital Realty Trust, Inc. v. Somers but my supreme court filing started
16 and predated from February 2017 ...So I totally believe that Digital Realty Trust, Inc. v. Somers
17 DOES NOT apply to my case. ...Plus I also filed OSHA complaint. Justice Ginsberg mentioned
18 in her opinion of Digital Realty Trust, Inc. v. Somers that Somers didn't exercised OSHA, SOX
19 while I did EXERCISED while being TORTURED by GE as they cut off my immigration and
20 source of income just to OBSTRUCT –GE MUST BE HELD GUILTY for OBSTRUCTING
21 JUSTICE BY cancelling my H1B, withdrawing I 140 process while mediation, arbitration was
22 PENDING...

1 287. Plaintiff allege from this statements that GE committed securities fraud in
2 violations of manipulative and deceptive devices 15 U.S. Code § 78j(b), SEC rule
3 10b(5) ,17 CFR § 240.10b-5 - Employment of manipulative and deceptive devices

4 288. GE's above mentioned conduct with scienter , directly or indirectly made
5 untrue statements of material fact and omitted to state material facts necessary
6 in order to make the statements made, in light of the circumstances under which
7 they were made; harmed investors as they relied on false,misleading, untrue
8 statemetns GE made in order for them to make investment decision regarding
9 GE.
10

11
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14
15
16 **SECOND CAUSE OF ACTION**
17 **FOR WHISTLEBLOWER RETALIATION UNDER DODD-FRANK ACT**

18 **18 U.S.C.§ 15 U.S.C. § 78u-6(h)**

19
20 **SEC Rule17 CFR § 240.21F-2**

21
22 289. Plaintiff realleges, reasserts, and incorporates by reference the facts and
23 allegations stated in the previous paragraphs; as though fully set forth herein, as well as facts
24 currently unknown.

25 290. This claim is precluded from mandatory arbitration under a pre-dispute binding
26 arbitration agreement
27

1 291. As alleged in First cause of action violations related to SECURITIES
 2 EXCHANGE ACT OF 1934, 15U.S.C. 78j(b), AND 17 C.F.R. 240.10b-5 ;
 3 The second cause of action regarding Dodd Frank Whistleblower protections
 4 establishes that GE was violating **EXCHANGE ACT OF 1934, 15U.S.C. 78j(b),**
 5 **AND 17 C.F.R. 240.10b-5**; making misleading statements and HENCE plaintiff
 6 Trivedi is dodd frank whistleblower under **18 U.S.C. § 15 U.S.C. § 78u-6(h)**
 7 **SEC Rule17 CFR § 240.21F-2..** (including but not limited to other statutes, rules,
 8 laws mentioned in this second cause of action along with first cause of action)

10 292. ***Protected Activity Need Not Describe an Actual Violation of the Law .***

11 *The SOX's legislative history indicates that the Accountability Act was*
 12 *implemented to address not only securities fraud (in the aftermath of financial scandals*
 13 *involving Enron, Worldcom, and Arthur Anderson), but also corporate fraud generally.*
 14 *See S. Rep. No. 107-146, at 2 (May 2, 2002) ("This legislation aims to prevent and*
 15 *punish corporate and criminal fraud, protect the victims of such fraud, preserve*
 16 *evidence of such fraud, and hold wrongdoers accountable for their actions.").*

17 *Sections 803, 804, and 807 of the Accountability Act address securities fraud*
 18 *specifically. But other sections address infractions that do not involve fraud against*
 19 *shareholders. Section 802 assesses criminal penalties upon persons who alter, destroy,*
 20 *conceal, or falsify records "with the intent to impede, obstruct, or influence the*
 21 *investigation or proper administration of any matter within the jurisdiction of any*
 22 *department or agency of the United States." 18 U.S.C.A. § 1519. And Section 805*
 23 *instructs the United States Sentencing Commission to review sentencing guidelines to*
 24 *ensure that they include enhancements "for cases . . . in which the solvency or financial*
 25
 26
 27
 28

1 *security of a substantial number of victims is endangered," and ensure that those*
 2 *enhancements are "sufficient to punish and deter criminal misconduct by corporations."*
 3 *S. Rep. No. 107-146, at 12-13.*

4
 5
 6 293. Madhuri reported to her lead, manager David Mehring, senior manager Carl
 7 Conrath, CEO Mike swinford, general manager david elario, HR manager Mike Truman and
 8 later Mike Truman's place/role was taken by a new HR manager Ayesha Khan so to her,
 9 architect Bill Barbiaux, architect nate davis, manager dave sallis, Chief financial officer ,
 10 Program manager Nicole Boyle, CTO Tim kottak and few others. She did written
 11 communication via emails, note memo, and personal meetings.
 12

13
 14 294. Plaintiff Trivedi did not need to specify which laws she thought were violated:
 15 she needed only identify specific conduct she believed to be illegal. See *Ashmore v. CGI Grp.*
 16 *Inc.*, No. 11 Civ. 8611(LBS), 2012 WL 2148899, at *6 (S.D.N.Y. June 12, 2012) (quoting *Welch*
 17 *v. Chao*, 536 F.3d 269, 276 (4th Cir.2008)).
 18

19 295. GE once said it is none of Trivedi's concern and later during last months and
 20 Level I –alternate dispute process said that it was her job; but as below .
 21

22 296. *see Barker v. UBS AG, 888 F.Supp.2d 291, 297 (D.Conn.2012) (whether*
 23 *plaintiff's activity was required by job description is irrelevant), and that Plaintiff*
 24 *does not allege she specifically reported concerns of fraudulent and illegal activity, see*
 25 *Ashmore, 2012 WL 2148899, at *6 (plaintiff's need not identify which law they believe*
 26 *was broken, but need only identify conduct they believe to be illegal).*
 27
 28

1 *that it was part of Plaintiff's job to identify risk management issues, which is all she did*
 2 *here, see Barker v. UBS AG, 888 F.Supp.2d 291, 297 (D.Conn.2012) (whether plaintiff's*
 3 *activity was required by job description is irrelevant), and that Plaintiff does not allege*
 4 *she specifically reported concerns of fraudulent and illegal activity, see Ashmore, 2012*
 5 *WL 2148899, at *6 (plaintiff's need not identify which law they believe was broken, but*
 6 *need only identify conduct they believe to be illegal)*

7
 8
 9 297. As per SEC brief filed in -DANIEL BERMAN v. NEO@OGILVY LLC and WPP
 10
 11 GROUP USA, INC., (Case no:- 14-4626 UNITED STATES COURT OF APPEALS FOR THE
 12 SECOND CIRCUIT)By providing new incentives and protections for individuals to engage in
 13 whistleblowing activity, the Dodd-Frank whistleblower program enhances the existing securities-
 14 law enforcement scheme, including internal company reporting.....Using its broad
 15 rulemaking authority, the Commission adopted a rule clarifying that employment retaliation is
 16 prohibited against individuals who engage in any of the whistleblowing activity described in
 17 Section 21F(h)(1)(A)(iii)—including making internal reports at public companies of securities
 18 fraud violations

19
 20
 21 298. By continuously releasing even after Plaintiff raised and reported retaliation that
 22 “Insite is defective” – GE continued releasing “InsiteEXC”. 18 U.S. Code § 1343. Fraud by wire,
 23 radio, or television -includes any writings, signs, signals, pictures or sounds transmitted by wire,
 24 radio or television in interstate or foreign commerce.(EXHIBIT 17 GE product).

25
 26 GE on

27 ✓ it's website,
 28

✓ on internet,

✓ youtube video (<https://www.youtube.com/watch?v=xUOw2A0t9vE>) which was uploaded to youtube on January 30,2013 touting instant connection, data protection, proactive monitoring, remote maintenance, system security,maximized up-time while omitted defects;

GE Healthcare

Published on Jan 30, 2013

A service platform engineered for a fast, efficient response.

GE has developed a unique technology which allows its service engineers to look into the heart of any equipment linked by a broadband connection. From a distance they can examine the error log, check functioning of individual parts, and diagnose what actions are needed to fix the problem.

✓ sales, marketing and while using product in hospitals product manuals concealed InsiteEXC defect, cybersecurity vulnerabilities- **hence plaintiff allege that GE committed fraud.**

299. Trivedi made disclosures that were required or protected under the Sarbanes-Oxley Act of 2002 (15 U.S.C. 7201 et seq.), the Securities and Exchange Act of 1934, including 15 U.S.C. section 78j-1 (m), section 1513 (e) of title 18, and other laws, rules, or regulations subject to the jurisdiction of the SEC.

300. Trivedi had both a subjectively and objectively reasonable belief that the conduct being reported violated a listed law, rule, or regulation.

301. GE including its CEO, CTO,CFO and others, knew or suspected that Trivedi engaged in such protected activity.

302. Trivedi was terminated after being framed to improved her relationship skills.

303. Trivedi's protected activity discussed above was a contributing factor—and

1 indeed the reason for—her termination.

2 304. As a proximate result of GE’s actions against Trivedi, as alleged above, Trivedi
3 has been harmed in that she has suffered the loss of wages, benefits, and additional amounts of
4 money she would have received if she had not been subjected to said treatment along with
5 immigration harm;H1 B visa, ability to get employment based greencard under _a person of
6 exceptional ability/advanced degree” where at GE her PERM with department of labor was
7 already approved but due to GE’s illegal termination I 140 was never filed.. Trivedi has also
8 been harmed in that she has suffered humiliation, mental anguish, and emotional and physical
9 distress.
10

11
12
13 **THIRD CAUSE OF ACTION**

14 **VIOLATIONS OF WHISTLEBLOWER PROTECTIONS UNDER SARBANES-OXLEY**

15 **ACT 8 U.S.C. § 1514A, et seq., 1514A(a)(1)**
16

17 305. Plaintiff realleges, reasserts, and incorporates by reference the facts and
18 allegations stated in the previous paragraphs; as though fully set forth herein, as well as facts
19 currently unknown.
20

21 306. This claim is precluded from mandatory arbitration under a pre-dispute binding
22 arbitration agreement

23 307. SOX protects corporate whistleblowers for engaging in protected activities
24 includes wire fraud, mail fraud, healthcare fraud and a violation of any SEC rule or regulation.
25

26 308. To be protected under SOX, the employee’s report need not “definitively and
27 specifically” relate to one of the listed categories of fraud or securities violations in
28

1 Section 806 of SOX. The focus is “on the plaintiff’s state of mind rather than on the defendant’s
2 conduct.” *Guyden v. Aetna, Inc.*, 544 F.3d 376, 384 (2d Cir. 2008).

3 309. Trivedi while employed at GE reported to management that GE is not adhering
4 following in regards to highly defective InsiteEXC medical device

5
6 ✓ **21 CFR § 820.90 - Nonconforming product**

7 ✓ **HIPAA 45 C.F.R. § 164.530 (g). HIPPA 164.306 Security standards:**

8 ✓ HIPAA 45 C.F.R. §164.308(a)(1): Security Management Process

9 - Implement security measures sufficient to reduce risks and vulnerabilities to a
10 reasonable and appropriate level to comply with § 164.306(a).

11 ✓ **HIPPA 164.312(b) Technical safeguards – Standard: Audit controls**

12 Audit controls refer to the capability to record and examine system activity.

13
14 ✓ Security management process **HIPPA 164.308(a)(1)(ii) Information System**
15 **Activity Review –Required.** The company’s security controls are seriously lacking
16 which is part of SOX internal controls.

17 ✓ Medical devices are vulnerable to cybersecurity related ; hackable

18 ✓ Lacks proper quality control, testing, automated static analysis of software/code for
19 InsiteEXC is not being used.
20

21 310. Technical leads, architect and manager lack proper technical understanding, lack
22 technical knowledge, lack big picture /systems level , lack cyber security knowledge.

23 311. In FIRST and SECOND CAUSE OF ACTION; plaintiff alleged violations of
24 SEC rules and regulations.
25

1 312. 18 U.S.C. § 1514A(a)(1), including when the employee provides information or
2 assistance to someone with “supervisory authority over the employee” or with
3 authority to “investigate, discover, or terminate misconduct”
4 as Plaintiff Trivedi did.

5 313.

6 as per *Donaldson v. Severn Sav. Bank, F.S.B.* Vanessa L. Donaldson brought a
7 SOX whistleblower action against her former employer, Severn Savings Bank (“Severn”)
8 . [T]he federal criminal fraud statutes . . . prohibit the scheme to defraud. Materiality of
9 falsehood . . . was a common-law element of actionable fraud at the time these fraud
10 statutes were enacted and is an incorporated element of the mail fraud, wire fraud, and
11 bank fraud statutes. . . . But § 1514A carries no independent materiality element.
12 Consequently, Donaldson’s objective belief need not be about a material matter, as
13 Severn has argued. Rather, her objective belief must be based on facts permitting an
14 inference that [the manager’s] allegedly false representation was material to Severn’s
15 course of conduct. The court found that Ms. Donaldson met this standard because the
16 manager’s alleged inflation of the retail production figures was intended to, and likely
17 would, affect the size of a bonus awarded him by Severn.
18
19
20
21

22 314. Significantly, SOX protects internal disclosures.

23 315. GE knew in July 2014 that I spoke with FBI and FBI said it is quitam.

24 316. As per SEC. 1107. RETALIATION AGAINST INFORMANTS. (a) IN
25 GENERAL—
26
27
28

1 *Section 1513 of title 18, United States Code, is amended by adding at the end the*
 2 *following: `` (e) Whoever knowingly, with the intent to retaliate, takes any action*
 3 *harmful to any person, including interference with the lawful employment or livelihood of*
 4 *any person, for providing to a law enforcement officer any truthful information relating*
 5 *to the commission or possible commission of any Federal offense*

6
 7 317. So when we were negotiating in 2014 and GE knew about Quitam ; even in
 8 violation of SEC. 1107. RETALIATION AGAINST INFORMANTS. (a) IN GENERAL—
 9 Section 1513 of title 18, United States Code, is amended as mentioned in above paragraph didn't
 10 give a damn to settle the employment and immigration matter with Trivedi/plaintiff nor made
 11 any public release about InsiteEXC

12
 13 318. It also seems GE's failure to state on its Form DEF 14A filings anything related to
 14 InsiteEXC may be an omission of material fact the disclosure of which would have made the
 15 proxy statements "not false or misleading." *Id.* § 240.14a-9(a). Thus, in complaining that relevant
 16 information did not appear in these SEC filings as required, Plaintiff allegedly implicates SEC
 17 rules violations; which are sufficient to state a plausible claim under SOX. Along with filings in
 18 10-K, 8-K ,10-Q and violations of 15 U.S.C. § 7213(a)(2)(A)(iii)(III)a description, at a
 19 minimum, of material weaknesses in such internal controls, and of any material noncompliance
 20 found on the basis of such testing and Section 302 of SOX requires a corporation's CEO and
 21 CFO to personally certify the accuracy and completeness of financial reports, and they must
 22 assess and report on the effectiveness of internal controls around financial reporting.(16 15
 23 U.S.C. § 7241)

24
 25
 26
 27 319. Trivedi met SOX standard because the managers' and GE's alleged concealment
 28

1 of defects, deceptive sales and marketing of medical devices and services, fraudulent
 2 inducement, was intended to, and likely would, affect the revenue, profit, sales amount for GE;
 3 and bonus and executive pay/stock options to GE executives and pay to managers/employees.
 4 Therefore Trivedi/plaintiff had an objectively reasonable belief that [the GE employees,
 5 managers, GE executives and GE company were] engaged in a scheme to defraud government,
 6 consumers, patients and investors and violating such laws.”

8 320. Plaintiff Trivedi made objective reasonableness,” “subjective good faith,” or a
 9 disclosure that is “not knowingly false(WESTMAN & MODESITT, *supra* note 11, at 81; *see*
 10 *also* Cherry, *supra* note 53, at 1047.) ; about GE allegedly fraud/such activities.

12 321. Plaintiff (1)she engaged in protected activity;(2)the employer GE knew that she
 13 engaged in the protected activity;(3)she suffered an unfavorable personnel action; and(4)the
 14 protected activity was a contributing factor in the unfavorable action.

16 322. **Plaintiff engaged in protected activity under SOX related to reporting**
 17 **cybersecurity vulneralities** .GE took unfavorable personnel/professional action due to
 18 plaintiff’s protected behavior or conduct.

21 **FOURTH CAUSE OF ACTION**

22 **45 CFR § 160.316 REFRAINING FROM INTIMIDATION OR RETALIATION**

23 **45 CFR § 164.530(g) STANDARD: REFRAINING FROM INTIMIDATING OR** 24 **RETALIATORY ACTS**

26 323. Plaintiff realleges, reasserts, and incorporates by reference the facts and
 27
 28

1 allegations stated in the previous paragraphs; as though fully set forth herein, as well as facts
 2 currently unknown.

3
 4 324. *The new HITECH Act promises more rigorous enforcement of HIPPA (Health
 5 Insurance Portability and Accountability Act of 1996). The legislation includes*
 6 *mandatory penalties for “willful neglect.”*

7
 8 325. *45 CFR 160.316 -A covered entity may not threaten, intimidate, coerce, harass,*
 9 *discriminate against, or take any other retaliatory action against any individual or*
 10 *other person for—(c) Opposing any act or practice made unlawful by this subchapter,*
 11 *provided the individual or person has a good faith belief that the practice opposed is*
 12 *unlawful, and the manner of opposition is reasonable and does not involve a*
 13 *disclosure of protected health information in violation of subpart E of part 164 of this*
 14 *subchapter.*

15
 16
 17 *[71 FR 8424, Feb. 16, 2006, as amended at 78 FR 5691, Jan. 25, 2013 ---*

18 *<https://federalregister.gov/citation/78-FR-5691>---*

19 *It is the responsibility of all [ORGANIZATION] employees to report perceived*
 20 *misconduct, including actual or potential violations of laws, regulations, policies,*
 21 *procedures, or [ORGANIZATION] [CODE OF CONDUCT].*

22
 23
 24 326. Health and Human services department Secretary and TRUMP cabinet Tom Price
 25 communication below

26 ----- Forwarded message -----

27 From: Corbin, Susan <Susan.Corbin@hq.dhs.gov>

1 Date: Thu, Mar 30, 2017 at 10:15 AM

2 Subject: RE: HHS secretary Tom price forwarded me to you Susan: Fwd:
3 Immigration healthcare fraud ; DHS must leave me alone

4 To: Madhuri Trivedi <madhuri.orangehc@gmail.com>

5 Cc: "Corbin, Susan" <Susan.Corbin@hq.dhs.gov>

6
7 Your inquiry has been forwarded to US Citizenship and Immigration Services. Also
8 please contact the USCIS Customer Service line at (800)375-5283 for assistance.

9
10 From: Madhuri Trivedi [mailto:madhuri.orangehc@gmail.com]

11 Sent: Thursday, March 30, 2017 1:12 PM

12 To: Corbin, Susan <Susan.Corbin@hq.dhs.gov>; Madhuri Trivedi
13 <Madhuri.orangehc@gmail.com>

14 Subject: Re: HHS secretary Tom price forwarded me to you Susan: Fwd: Immigration
15 healthcare fraud ; DHS must leave me alone
16

17
18 Susan are we going to talk today? thanks

19
20 ----- Forwarded message -----

21 From: Madhuri Trivedi <madhuri.orangehc@gmail.com>

22 Date: Wed, Mar 29, 2017 at 9:42 AM

23 Subject: HHS secretary Tom price forwarded me to you Susan: Fwd: Immigration
24 healthcare fraud ; DHS must leave me alone

25 To: susan.corbin@hq.dhs.gov, tpm1@hhs.gov, rose.lusi@hhs.gov, Madhuri Trivedi
26 <Madhuri.orangehc@gmail.com>
27

1 Susan Corbin,

2 Tyler McGussee on behalf of secretary ..gave me your information and asked to
3 connect. thanks

4 327. David Mehring and Leads claimed that these issues were not her concern. Ms.
5 Trivedi pointed out, and their response was to penalize her for speaking up and not quietly
6 falling in line and pretending that the problem did not exist; and join GE fraud scheme.
7 Managers and leads did not care to provide enough time in project schedule.

8 328. As alleged earlier 465 design nonconformance and defects in production software
9 of Insite Exc ; not in compliance with **FDA guideline for Non-Conforming medical devices.

10 **21 CFR § 820.90 Subpart I--Nonconforming Product, HIPAA 164.306 Security standards:**
11 **General rules, HIPAA 45 C.F.R. §164.308(a)(1): Security Management Process**

12 - *Implement security measures sufficient to reduce risks and vulnerabilities to a reasonable*
13 *and appropriate level to comply with § 164.306(a), § 164.530 Administrative requirements.*

14 329. **There were total 2000 bugs in defect database including 465 critical/design**
15 **nonconformance. Which GE closed after I reported without doing anything-GE closed**
16 **these defects in an hour in early 2013.**

17 Ms. Trivedi pointed out the missing audit trail /proper logging issue in
18 connectivity product design via email. Ms. Trivedi was retaliated against for pointing out
19 contravention of code/law. HIPPA/HITECH law puts emphasis on proper **audit trail/logging**
20 **requirements;HIPPA 164.312(b) Technical safeguards – Standard: Audit controls Audit**
21 **controls refer to the capability to record and examine system activity. Security management**
22 **process HIPPA 164.308(a)(1)(ii) Information System Activity Review –Required.**

23 330. At GE Technical leads, architect and manager lack proper technical
24
25
26
27
28

1 understanding, lack technical knowledge, lack big picture /systems level, lack cyber security
2 knowledge. Trivedi reported to management about this. GE was required to follow 45 CFR §
3 164.530 (b)(1) (1) Standard: Training and 45 CFR § 164.530 (b)(2) Implementation specific
4 training.

5
6 331. FDA halted sales of OEC in 2007 and GEHC signed a decree ;
7 ([http://www.fdanews.com/articles/89160-ge-oec-medical-systems-signs-consent-decree-with-](http://www.fdanews.com/articles/89160-ge-oec-medical-systems-signs-consent-decree-with-fda-to-correct-cgmp-lapses)
8 [fda-to-correct-cgmp-lapses](http://www.fdanews.com/articles/89160-ge-oec-medical-systems-signs-consent-decree-with-fda-to-correct-cgmp-lapses)) The decree "prohibits the manufacturing and distribution of
9 specified GE OEC Medical Systems X-ray surgical imaging systems" at facilities in Salt Lake
10 City, Utah, and Lawrence, Mass., "until the devices and facilities have been shown to be in
11 compliance" with the FDA's current good manufacturing practice (cGMP) requirements as set
12 forth in the quality system regulation for devices, the agency said.
13

14
15 332. **Madhuri was putting quality at first and foremost in her day to day duties**
16 **given the history of surgery product with FDA as she was integrating InsiteEXC on OEC**
17 **surgery (above Decree related medical device).**
18

19 333. **Internal customers such as General manager Arthur Larson and director**
20 **Nick Allen** has expressed serious concerns about reliability and quality of GST delivered
21 products.
22

23 334. **Under HIPPA requirement** which is "it is responsibility of all employees of
24 organization to report perceived misconduct, including actual or potential violations of laws,
25 regulations, policies, procedures" and employer not threaten, intimidate, coerce, harass,
26 discriminate against, or take any other retaliatory action against any individual or other person"
27

28 335. 18 U.S. Code § 1345. Injunctions against fraud

1 336. Despite doing such good work; manager Dave Mehring and leads shifted blame
 2 on to Ms.Trivedi(**Ms. Trivedi's inclusiveness**) and retaliated. Leads were not held accountable
 3 for their negligence. Madhuri was subjected to continuing abuse from her co-workers, manager
 4 including verbal abuse, sexual comments, immigration retaliation, withdrawal of H1 B,
 5 vengeance to destroy her stellar career.
 6

7 337. **Madhuri as under HIPPA, HITECH requirement did her job to address,**
 8 **bring to attention to people in authority and report such perceived misconduct, including**
 9 **actual or potential violations of laws, regulations, policies, procedures. As a result of that**
 10 **she was threatened to be taken off the job, intimidated, harassed, and discriminate against,**
 11 **retaliatory action to punish her by giving poor performance evaluation (EXHIBIT 10)and**
 12 **finally discharged.**
 13

14 15 FIFTH CAUSE OF ACTION

16 FOR DISPARATE TREATMENT IN VIOLATION OF TITLE VII OF THE CIVIL 17 RIGHTS ACT INCLUDING RETALIATION 18

19 VIOLATIONS OF CIVIL RIGHTS ACT OF 1991 42 U.S.C. § 2000e-3a

20
 21 338. Plaintiff realleges, reasserts, and incorporates by reference the facts and
 22 allegations stated in the previous paragraphs; as though fully set forth herein, as well as facts
 23 currently unknown.

24 339. 42 USC § 2000e-2(a)(1) to discharge any individual, or otherwise to discriminate
 25 against any individual with respect to his compensation, terms, conditions, or privileges of
 26 employment, because of such individual's race, color, religion, sex, or national origin; or
 27
 28

1 340. 42 USC § 2000e-3(a) where I did clearly opposed employment practices by GE
2 and suffered discrimination.

3 341. Civil Rights Act of 1991 (1991 Act), which provides, among other things, that (1)
4 an unlawful employment practice is established “when the complaining party demonstrates that
5 ... sex ... was a motivating factor for any employment practice, even though other factors also
6 motivated the practice,” A sit shows in Trivedi’s case being a WOMAN.

7
8 342. As a direct, foreseeable, and proximate result of defendants’ discriminatory acts,
9 Plaintiff has suffered and continues to suffer substantial losses in earnings and job benefits, and
10 has suffered and continues to suffer humiliation, embarrassment, mental and emotional distress,
11 and discomfort, all to Plaintiff’s damages.

12
13 343. Because the acts taken toward Plaintiff were carried out by, condoned by and or
14 ratified by managerial employees or managing agents acting in a deliberate, cold, callous,
15 fraudulent, malicious, oppressive, and intentional manner in order to injure and damage Plaintiff,
16 while other engineers including Male technical staff Sachin Kendale (Sachin wrote code that it
17 took 40 minutes to lead 1000 devices on webpage and he and Naresh wrote such badly and
18 defectively by initializing each device object in memory after they get query result from
19 database. Database was also not tuned and written badly. They never used Database performance
20 management tool and David Mehring sucked so much of my blood and I had to convince him a
21 lot to get \$30 Database management tool (EXHIBIT 27 perjury)because GE didn’t have license
22 and these incompetent engineers never used—despite that Sachin got good performance review--
23 -

24
25
26 344. Plaintiff has a copy of Sachin’s performance review and can submit to court),
27
28

1 Naresh, Nate Davis, Greg Stratton and several others wrote bad product, bad buggy, defective
2 software/code(I have proof of that) despite GE treated them favorably and discriminated
3 plaintiff as GE can't tolerate , a female engineer coming out strong and also whistleblowing
4 these male engineers technical incompetence.

5
6 345. Mike harsh , CTO of GEHC sent email in late 2012 (EXHIBIT 18) that managers
7 and employees should take training on how they perceive communication from female engineers;
8 SO GE had problem about perceiving and measuring performance, communication of female
9 engineers

10 "Men's and women's behavior is based on two different sets of cultural rules
11 about what " right" is . Learning the cultural differences define what is "right" for
12 men and women-together with a good sense of humor –is the first step leading
13 meaningful inter-gender communication.
14 Following the workshops, participants will be equipped to return to both their
15 professional and personal lives seeing the world through the lenses of the other
16 gender's culture and encouraged to shape their message in new ways. "
17
18

19 346. There was one female project lead Dipti Patel who was responsible for integrating
20 InsiteEXC on various medical devices and she fraudulent and knowingly PASSED quality tests
21 and signed them saying product is OKAY while it was defective and whole management was
22 part of this FRAUD scheme in which one female project lead was there. Dipti Patel terrorized
23 me but it was that she was getting exposed of fraud.

24
25 347. Madhuri is victim being a female engineer from India and working for a large
26 organization whose managers took advantage of these conditions/systems and systematically
27 worked on discriminating, retaliating and treating Madhuri badly, giving false negative
28

1 evaluation and finally getting rid of her, beating her about soft skills and continuously making
2 false case, comments , character attacks, using such inappropriate tactics, selectively filtering
3 most of positive things about her, stopping her from fixing defects, doing proper design for
4 which Madhuri was hired and paid to do. Madhuri told Dave Mehring in 1on1 and also to Carl
5 Conrath and Mike Truman, Ayesh Khanalong with CEO Mike Swinford, CFO, that she is
6 treated differently and unfavorably.
7

8
9 348. Once Madhuri realized amount of defects and performance/maintenance issues
10 Insite Exc was having which was violation of FDA rule, quality code, HIPPA and HITECH
11 violations and risk to public health and safety –patient data; it was a fraud and conspiracy to
12 continue release/ integrate those Insite Exc agents on products like Surgery OEC for example
13 (where Madhuri was doing testing). Given it is regulated environment and Madhuri was
14 concerned to continue work on Insite Exc surgery integration in a reckless way manager/lead
15 wanted. Madhuri informed managers Dave Mehring/ Dave Saliis that she would consider
16 working on another project and this is not proper. This happened in March 2012.
17

18 349. Despite those similarly situated employees who are not in Ms. Trivedi's protected
19 group were doing such poor job were treated more favorably or did not receive the same adverse
20 treatment. (Madhuri needs to work on her relationship despite doing good work for company and
21 going above and beyond for project success).
22

23 350. A plaintiff may state a claim for Title VII employment discrimination using either
24 the “direct method” or “indirect method.” *Cianci v. Pettibone Corp.*, 152 F.3d 723, 727-728 (7th
25 Cir. 1998).
26

27 351. My email to CTO Tim Kottak. I met Tim in person and went over everything .I
28 requested Tim to change my reporting manager.

Madhuri Trivedi v. General Electric et al.

1 immigration status H1B. Because once GE takes adverse, discriminatory action and terminates
 2 me –they can cancel my H1 B-after H1 B cancellation. That’s what GE exactly did. Compared to
 3 others who were not on H1B and not similarly situated (plus I didn’t keep my mouth shut and
 4 joined GE’s fraud scheme).

5
 6 355. Three women (apart from Trivedi)who reported to David Mehring as a reporting
 7 manager and Carl Conrath as senior manager, One woman was a wife of GEHC executive- He
 8 was general manager of X ray business..she had a bachelor degree from India and Ofir Dahan
 9 fought that she lacked technical deep knowledge as she was not considering when product code
 10 would fail in her software code(such as array out of bound exception)...

11
 12 356. Another woman was Dipti patel –a woman who was signing off on Insite EXC
 13 knowingly that it was defective; she was doing fraud thus. She also wrote below things on
 14 TRIVEDI’ SECOND WEEK AT GEHC that
 15 Trivedi is “COMPLAINING“ and “should DIPTI BE FIRED “when I was being detailed
 16 oriented and that’s when all INSITE EXC fraud defects was uncovered by me that Dipti was
 17 signing off on. TRIVEDI was COMPLAINING as TESTING MACHINE and PROCEDURE
 18 were not adequate..This was complaints related to TECHNICAL ISSUE and NOT SOFT
 19 SKILLS>

20
 21 **From:** Patel, Dipti (GE Healthcare) [mailto:DiptiPatel@ge.com]

22 **Sent:** Friday, December 09, 2011 9:20 PM

23 **To:** Trivedi, Madhuri (GE Healthcare)

24 **Cc:** Abraham, Suby A (GE Healthcare); Gouda, Prashanth (GE Healthcare)

25 **Subject:** RE: InSite ExC Agent testing

26 I have sat with her spent some hours and explained (executed 1 test with her and explained each every
 27 pre-req) and seems she has so many problems..

28 Suby resource in India she finished almost 25% or assigned test cases.. what do I do with her..(I guess I
 need to be fired now for not able to make her understand simple things..) something is either wrong with
 me or her..

All I hear is complaining/complaining that’s it..

From: Patel, Dipti (GE Healthcare)

Sent: Friday, December 09, 2011 9:49 AM

1 **To:** Trivedi, Madhuri (GE Healthcare)
2 **Cc:** Abraham, Suby A (GE Healthcare); Gouda, Prashanth (GE Healthcare)
3 **Subject:** RE: InSite ExC Agent testing
Every test resets the info.. u don't need to do anything
special...

4 **From:** Trivedi, Madhuri (GE Healthcare)
5 **Sent:** Friday, December 09, 2011 9:49 AM
6 **To:** Patel, Dipti (GE Healthcare)
7 **Cc:** Abraham, Suby A (GE Healthcare); Gouda, Prashanth (GE Healthcare)
8 **Subject:** RE: InSite ExC Agent testing
Also in general, any changes are made on that machine it's better to have team know..I will reset the info...I was
not aware that config files etc would be modified by someone other than me so was making sure..

9 **From:** Patel, Dipti (GE Healthcare)
10 **Sent:** Friday, December 09, 2011 9:43 AM
11 **To:** Trivedi, Madhuri (GE Healthcare)
12 **Cc:** Abraham, Suby A (GE Healthcare); Gouda, Prashanth (GE Healthcare)
13 **Subject:** RE: InSite ExC Agent testing
Madhuri, You just need to follow the test steps mentioned in test plan.
If u follow the instructions given to u/or in the DVP (every test case resets the device name information)
then u will not run into any problems..
I am not sure why u have any concerns if file has some name. Run the script and it will update the name
for u (if u follow steps/instructions u will not see my name there).
Thanks! Dipti

14 **From:** Trivedi, Madhuri (GE Healthcare)
15 **Sent:** Friday, December 09, 2011 9:40 AM
16 **To:** Patel, Dipti (GE Healthcare)
17 **Cc:** Abraham, Suby A (GE Healthcare); Gouda, Prashanth (GE Healthcare)
18 **Subject:** RE: InSite ExC Agent testing
I would suggest to keep the team informed of such things so we are aware of these changes and not
troubleshooting that..

19 **From:** Patel, Dipti (GE Healthcare)
20 **Sent:** Friday, December 09, 2011 9:38 AM
21 **To:** Trivedi, Madhuri (GE Healthcare)
22 **Cc:** Abraham, Suby A (GE Healthcare); Gouda, Prashanth (GE Healthcare)
23 **Subject:** RE: InSite ExC Agent testing
No/yes... (we did do some testing but that should not impact your testing) Not sure if this is stopping you
from proceeding with the tests?
You need to execute the test steps as mentioned in DVP and you should be good to go.

24 **From:** Trivedi, Madhuri (GE Healthcare)
25 **Sent:** Friday, December 09, 2011 9:36 AM
26 **To:** Patel, Dipti (GE Healthcare); Gouda, Prashanth (GE Healthcare); Abraham, Suby A (GE Healthcare)
27 **Subject:** RE: InSite ExC Agent testing

Hi
Helios machine has a device membername Dipti_helios_test and not the one I registered. Dipti did you do anything
on that machine. As part of the testing preconfiguring it.

28 **From:** Trivedi, Madhuri (GE Healthcare)
Sent: Thursday, December 08, 2011 11:04 AM
To: Patel, Dipti (GE Healthcare); Gouda, Prashanth (GE Healthcare); Abraham, Suby A (GE Healthcare)

1 **Cc:** Bansal, Piyush (GE Healthcare)

2 **Subject:** RE: InSite ExC Agent testing - rescheduled to 10:00 AM US CST

3 Hi Dipti,

4 Which test plans you want me to execute as you wanted to divide them between Suby and me.

5 Madhuri

6 357. Third woman also had a bachelor degree from non USA college. And was just
7 working for some time at GEHC. They all lacked depth and breadth, multiple
8 graduate/masters/post-graduation (technical and management education and experience)level
9 education and unique experience that Trivedi bought and had..They were kind of Mediocre, not
10 exposing David Mehring and Carl Conrath, others of their Insite EXC fraud, technical in
11 competencies...David Mehring , Carl Conrath and
12 others were NOT Threatened by these three woman as they were not challenge to them; while
13 Trivedi was a THREAT and challenge to them as she was smart and no nonsense person. While
14 Trivedi was making waves right from second week of joining.. None of the internal customers
15 DIRECTLY went ahead and begged for HELP for TONS of INSITE EXC support issues they
16 were having for a LONG TIME but these internal customers contacted Trivedi.

17 358. **Reeves v. Sanderson Plumbing Products, Inc., 530 U.S. 133 (2000),**

18 The court stopped short of saying that a court must assume discrimination where a
19 nondiscriminatory reason is shown to be false. The trier of fact may reasonably find for the
20 employer where the plaintiff makes only a weak showing of evidence as to the untruth of the
21 employer's defense, or where there is ample evidence of another nondiscriminatory reason that
22 the employer did not offer.

23 "a plaintiff's prima facie case of age discrimination, combined with sufficient evidence to find
24 that the employer's asserted justification for its action was false, may permit the trier of fact to
25 conclude that the employer unlawfully discriminated," and that the plaintiff need not always

1 introduce additional and independent evidence of
 2 discrimination..... negated by the plaintiff at trial,
 3 and also that the Fifth Circuit agreed, but did not find this to be sufficient for a ruling in favor of
 4 Reeves.[8] O'Connor explained that the Fifth Circuit was correct to think that the trial court
 5 could find in favor of the defendant if the nondiscriminatory reason was not disproven beyond a
 6 reasonable doubt, but they were mistaken in claiming that they were compelled to.[9] The
 7 reasoning is that, if an employer is shown to be untruthful about the reason for a decision, they
 8 may be inferred to have been covering up actual discrimination.
 9

10 In holdingthe lower court disregarded evidence favorable to Reeves—the evidence
 11 supporting his prima facie case and undermining respondent’s nondiscriminatory
 12 explanation—and failed to draw all reasonable inferences in his favor.
 13

14 359. Trivedi may prevail as she has shown that the employer GE’s response is merely a
 15 pretext for behavior actually motivated by discrimination and retaliation.
 16

17 360. Title VII also has protection for anti-retaliation –when a person complains about
 18 desperate treatment despite GE retaliated...Plaintiff was concerns about her H1B and hence
 19 trying to be polite and as adjustable to GE as she can as long as her H1 B is not screwed.
 20

21 SIXTH CAUSE OF ACTION

22 10 U.S.C. 2409 “WHISTLEBLOWER PROTECTIONS FOR CONTRACTOR 23 EMPLOYEES.”, NDDA 24

25 361. Plaintiff realleges, reasserts, and incorporates by reference the facts and
 26 allegations stated in the previous paragraphs; as though fully set forth herein, as well as facts
 27 currently unknown.
 28

1 362. Plaintiff has exhausted administrative remedies for the DODIG complaint, and the
2 employee may bring an action against the defense contractor GE in the appropriate U.S. District
3 Court.

4 363. I am *Alleging reprisal under (10 U.S.C. 2409)*, and also alleging GE violations
5 under NDAA criminal fraud investigation.

6 364. *(10 U.S.C. 2409) (a) Prohibition of Reprisals.— (1) An employee of a contractor,
7 subcontractor, grantee, or subgrantee or personal services contractor may not be
8 discharged, demoted, or otherwise discriminated against as a reprisal for disclosing
9 to a person or body described in paragraph (2) information that the employee
10 reasonably believes is evidence of the following:*

11 *10 U.S.C. 2409(a) (1) (A) Gross mismanagement of a Department of Defense*
12 *contract or grant, a gross waste of Department funds, an abuse of authority relating*
13 *to a Department contract or grant, or a violation of law, rule, or regulation related to*
14 *a Department contract (including the competition for or negotiation of a contract) or*
15 *grant.*

16 *10 U.S.C. 2409(a) (1) (C) A substantial and specific danger to public health or*
17 *safety.*

18 365. Madhuri Trivedi plaintiff alleged that management officials terminated her
19 employment in reprisal for making protected disclosures; also as per *10 U.S.C. 2409(a) (1) (A)*
20 *and 10 U.S.C. 2409(a) (1) (C) A substantial and specific danger to public health or safety.*

21 366. During her employment and thereafter during arbitration on several
22 occasions , Ms.Trivedi made management know by in person meetings, emails and later legal
23 documents that she was retaliated for making protected disclosure to management of GE
24

1 healthcare (10 U.S.C. 2409(a)(2) (G) A management official or other employee of the contractor
 2 or subcontractor who has the responsibility to investigate, discover, or address misconduct.)

3 367. Madhuri already reported to GE supervisory management as per 10 U.S.C. 2409(
 4 a) (2)(G). And given arbitration substitutes court or grand jury ; I raised these in my arbitration
 5 as well as per 10 U.S.C. 2409(a) (2) (F) A court or grand jury.
 6

7 368. DOD signed service contract for GE medical devices that used/included “Insite
 8 EXC” medical device/remote service product. 10 USC § 2409(g)(3) The term “contract” means
 9 a contract awarded by the head of an agency.
 10

11 369. **GE did violate 10 U.S.C.2409(a) (1) (A) and 10 U.S.C. 2409(a) (1)(C) as stated**
 12 **below-**
 13

- 14 ✓ **Gross mismanagement of a federal contract or grant**, which is “a management action
 15 or inaction which creates a substantial risk of significant adverse impact upon the
 16 agency’s ability to accomplish its mission.” Kavanagh v. Merit
 17 Systems Protection Board, 176 F. App’x 133, 135 (Fed. Cir. April 10, 2006) (citing
 18 White v. Department of the Air Force, 63 M.S.P.R. 90, 95 (1994));
 19
- 20 ✓ **An abuse of authority relating to a federal contract or grant**, which is “an arbitrary or
 21 capricious exercise of power ... that adversely affects the rights of any person or that
 22 results in personal gain or advantage to ... preferred other persons.” Doyle v. Department
 23 of Veterans Affairs, 273 F. App’x 961, 964 (Fed. Cir. April 11, 2008) (quoting Embree v.
 24 Department of the Treasury, 70 M.S.P.R. 79, 85 (1996)); or
 25
 26
 27
 28

1 ✓ A “substantial and specific danger to public health or safety” (alleging the nature and
2 likelihood of the harm, as well as when the harm may occur), or a “violation of law, rule
3 or regulation” related to a federal contract. See Chambers, 515 F.3d at 1367, 1369.

4 370. **GE made no real effort to notify employees including Madhuri Trivedi as per**
5 **10 U.S.C. 2409 (d)**
6

7 371. Plaintiff Trivedi didn’t know of her right under this act (I did know that it is
8 illegal under DOD contract terms but didn’t know specific laws, statutes and administrative
9 process with DOD IG)

10 Means she was not aware of her rights to file administrative complaint until it was little
11 over/after three years and going to federal court)until after she was terminated (even after she
12 was terminated, it took her sometime to know this act).

13 372. But GE knew this act (and GE knowingly let plaintiff suffer damages in violations
14 of this act) and so did several law firm attorneys Trivedi retained to represent her but as alleged
15 earlier none of the attorney mentioned to Trivedi about filing DOD IG reprisal complaint. ...So
16 they schemed that if plaintiff doesn’t know her right. GE thought that they won’t get caught
17 hence it justified their illegal activities as being BIG corporation with DEEP POCKETS,
18 connections, lobbying power and huge money for legal defense and dragging the matter so to
19 exhaust other party who is whistleblowing.
20

21 373. The complainant Trivedi prevails merely by demonstrating that the protected
22 disclosure was a contributing factor in the personnel action, which can be met by showing
23 knowledge and temporal proximity.
24

25 374. I filed complaint to DOD IG on August 19, 2016 but first DOD investigator said
26
27
28

1 that a person should be a US citizen. Later when I spoke with Nilgun Tolek –Director of
 2 investigations–she said no need to be US citizen but it was closed as three year statute of
 3 limitation to report to DOD IG ran out as I contacted on August 19,2016 and I was terminated on
 4 May 31, 2016...Though It was just few months more than three years but anyway she didn't
 5 consider.
 6

7 **375. DOD IG also had whistleblower criminal investigation and it was properly**
 8 **filed** (I also had emails from head of DOD IG handling criminal investigation but I have no
 9 update on that and more than 210 days have passed after filing the complaint....so federal court
 10 has jurisdiction to hear the case under NDDA.
 11

12 376. Below is Patrick DOD IG email.

13 1)From: **Gookin, Patrick, OIG DoD** <Patrick.Gookin@dodig.mil>
 14

15 Date: Thu, Sep 8, 2016 at 2:12 PM

16 Subject: RE: [Non-DoD Source] Fwd: Department Of Defense, Office of the Inspector
 17 General - Initial contact

18 To: Madhuri Trivedi <madhuri.orangehc@gmail.com>
 19

20 We will ask the investigator assigned to fraud to contact you. They may want
 21 you to submit it in some other manner.

22 Patrick W. Gookin

23 Director, DoD Hotline and Whistleblower Protection Ombuds ([703](tel:7036020036)) 602-0036

24 2)From: **Gookin, Patrick, OIG DoD** <Patrick.Gookin@dodig.mil>
 25

26 Date: Thu, Sep 8, 2016 at 11:51 AM

27 Subject: RE: [Non-DoD Source] Fwd: Department Of Defense, Office of the Inspector
 28 General Reprisal complaint

1 To: Madhuri Trivedi , "Tolck, Nilgun, OIG DoD" <nilgun.tolck@dodig.mil>

2 Nilgun Tolek and Ian Odette only spoke to your complaint of reprisal, not
3 whether the government was defrauded. The fraud matter is overseen by the DoD
4 Hotline. Please don't assume nothing is being done about your fraud
5 complaint. We have it for action.
6

7 Patrick W. Gookin

8 Director, DoD Hotline and Whistleblower Protection Ombuds

9 [\(703\) 602-0036](tel:(703)602-0036)

10 Office of the Inspector General

11 U.S. Department of Defense 4800 Mark Center Drive, Suite 14L24 Alexandria, VA
12 22350-1500
13

14 3)From: O'Reilly, Dermot F., SES, OIG DoD <Dermot.O'Reilly@dodig.mil>

15 Date: Tue, Nov 1, 2016 at 9:35 AM Subject: Re: [Non-DoD Source]

16 *****

17 To: Madhuri Trivedi <madhuri.orangechc@gmail.com>, "Stebbins, Steven A., SES, OIG
18 DoD" <Steven.Stebbins@dodig.mil>
19

20 377. 41 U.S. code § 4712. Enhancement of contractor protection from reprisal for
21 disclosure of certain information .GE is a contractor for department of Veteran affairs and
22 recipient of other federal contracts. 41 U.S. Code § 4712 (c) (7)Rights and remedies not
23 waivable.— The rights and remedies provided for in this section may not be waived by any
24 agreement, policy, form, or condition of employment. Trivedi is a covered person as an
25 employee of GEHC who is a Federal/public contractor and under this act GE can't force pre-
26 dispute mandatory arbitration.
27
28

1 378. Since GE and arbitrator knew of this federal law from beginning which prohibited
 2 reprisal; none of them considered it at any time. Nor any of the attorney I hired or
 3 consulted with mentioned earlier. GE's stand is "CATCH ME IF YOU CAN- GE
 4 knew violating this law but since I didn't know GE did it until GE gets caught aka
 5 until Trivedi mentions that GE violated laws"

7 SEVENTH CAUSE OF ACTION

8 RELIEF AVAILABLE UNDER DODD FRANK ACT -SECTION 1055 -12 U.S. CODE

9 § 5565(a) (1) (ALLOWS PRIVATE RIGHT OF ACTION) and RELIEF UNDER 12 U.S.

10 CODE § 5565(a) (2)

11 12 U.S. CODE § 5536. PROHIBITED ACTS (a)(1) AND 12 U.S. CODE § 5536.

12 PROHIBITED ACTS (a)(3)

13 VIOLATION OF DODD FRANK ACT - SECTION 1057, CONSUMER FINANCIAL

14 PROTECTION ACT (CFPA) , 12 U.S.C. 5567 EMPLOYEE PROTECTION

15 379. Plaintiff realleges, reasserts, and incorporates by reference the facts and
 16 allegations stated in the previous paragraphs; as though fully set forth herein, as well as facts
 17 currently unknown.

18 380. Trivedi was directly involved in medical devices and INSITE EXC SERVICE ;
 19 GE provided under lease and loans under CFPA to customer/consumers these INSITE EXC
 20 SERVICE as a FINANCIAL PRODUCT/SERVICE offerings>> Hence Trivedi is involved in
 21 design, service of such financial product also a SERVICE>

22 381. 12 U.S.C. 5567(d) Unenforceability of certain agreements

1 (1) No waiver of rights and remedies

2 Except as provided under paragraph (3), and notwithstanding any other provision of law, the
3 rights and remedies provided for in this section may not be waived by any agreement, policy,
4 form, or condition of employment, including by any predispute arbitration agreement.

5
6 (2) No predispute arbitration agreements

7 Except as provided under paragraph (3), and notwithstanding any other provision of law, no
8 predispute arbitration agreement shall be valid or enforceable to the extent that it requires
9 arbitration of a dispute arising under this section.

10 [hence GE can't force pre dispute arbitration for this cause of action]

11
12 382. As stated in GE 10-K filings:-

13 " Under the Dodd-Frank Wall Street Reform and Consumer Protection Act, we are
14 subject to prudential oversight by the Federal Reserve, as a result of GE
15 Capital's designation as a nonbank systemically important financial institution (nonbank
16 SIFI), which subjects us to increased and evolving regulatory requirements.
17 General Electric Capital Corporation (GECC) is a regulated savings and loan holding
18 company under U.S. law and became subject to Federal Reserve Board (FRB)
19 supervision on July 21, 2011, the one-year anniversary of the Dodd-Frank Wall Street
20 Reform and Consumer Protection Act(DFA). In addition, on July 8, 2013, the U.S.
21 Financial Stability Oversight Council (FSOC) designated GECC as a nonbank
22 systemically important financial institution (nonbank SIFI) under the DFA."
23
24

25
26 383. 10-K for GENERAL ELECTRIC CO

27 Capital
28

Capital is the financial services division of GE focused on customers and markets aligned with GE's industrial businesses, whether in developed economies or emerging markets. We provide financial products and services around the globe, that are geared to utilize GE's industry specific expertise in aviation, energy, infrastructure, and healthcare to capitalize on market-specific opportunities. In addition, we continue to operate our run-off insurance activities as part of our continuing operations.

(a) Revenues of GE businesses include income from sales of goods and services to customers and other income.

(b) Sales from one component to another generally are priced at equivalent commercial selling prices.

384. GE's deceptive sales and marketing –would consumers have leased or loaned GE medical equipment and services at the PRICE and CONDITIONS GE offered; if consumers would have known defects, non conformances and cyber security vulnerabilities?

385. GE capital –healthcare finance offerings as shown below:

Products and Services:

- Custom Fair Market Value Leases
- Equipment Loans
- Tax Exempt Revenue Bonds
- Taxable Revenue Bonds
- Technology Management

Markets served:

- Hospitals & Health Systems
- Outpatient Imaging Centers
- Outpatient Surgery Centers
- Physician Practices & Outpatient Clinics
- Diagnostic Laboratories
- Urgent Care Clinics
- Skilled Nursing Facilities
- Other Healthcare Providers

Equipment commonly financed:

- Advanced Visualization
- Anesthesia Delivery
- Bone Health
- Computed Tomography (CT)
- Diagnostic ECG
- Diagnostic Laboratory Equipment
- EP Recording
- Furniture & Fixtures
- Healthcare IT
- Hospital beds
- Interventional
- Magnetic Resonance (MR)
- Mammography
- Maternal-Infant Care
- Molecular Imaging
- Nuclear Medicine
- Patient Monitoring
- PET/CT
- Radiography and Fluoroscopy
- Surgical Imaging & Technology
- Surgical Robots
- Ultrasound
- Ventilators

386. **Solutions offered by GE capital-**

Providers are trying to adapt to a rapidly changing healthcare environment. Each has their own set of unique challenges and opportunities, including where they are and where they want to be. GE Healthcare Equipment Finance offers a breadth of solutions to help customers address their varied needs and goals—solutions that are also tied to clinical and operational roots of the organization so they are robust enough for long-term support.

Traditional acquisition models

In an era of uncertainty, it can be difficult for organizations to develop financial and operational strategies with the flexibility to adjust to internal and external market forces. Leasing can deliver that flexibility to manage assets, right-size capacity and drive standardization or utilization so providers can adapt to changes in reimbursement, industry consolidations, and innovations in technology.

Metric-based

Risk-sharing models offer providers the flexibility to expand and grow while addressing uncertainty regarding demand, reimbursement, and technology. Usage Based Billing (UBB) is an ideal solution for providers seeking to add new imaging technology yet uncertain that demand will support expansion. Reimbursement Based Billing (RBB) can enable increased capacity for procedures that have an uncertain reimbursement rate.

Portfolio optimization and management

When demand and reimbursement are less predictable, it becomes more important for providers to have a strategic assessment of existing assets. We help organizations create a technology management plan that is aligned with clinical, operational, and financial goals. With a full assessment of asset optimization and capital planning efficiency, we can help healthcare systems reduce operational costs.

Technology management

Some customers seek a holistic approach to technology management and financing. As experts in healthcare and finance, we can incorporate technology service, healthcare expertise, and finance in a way that helps manage technology obsolescence and lock in predictable cost structures. We can work closely with customers to understand their clinical, operational, and financial goals to help improve clinical efficacy and drive consistency through standardization and asset optimization.

Common financing products

- Custom Fair Market Value Leases
- Tax Exempt Equipment Loans
- Taxable Revenue Bonds
- Technology Management Solutions
- Equipment Loans
- Tax Exempt Revenue Bonds

387. GE Capital's verticals are aligned with GE's core industrial businesses – GE
Capital Aviation Services (GECAS), Energy Financial Services (EFS) and GE

1 Industrial Finance, which include the Healthcare Equipment Finance business, Working Capital
 2 Solutions (WCS), and other financing activities to develop lending and leasing products for the
 3 GE Store.

4
 5 388. GE Capital's Industrial Finance organization serves customers in Healthcare in
 6 USA and around the world.

7
 8 389. . *See 12 U.S.C. 5567(a) (listing activities protected under CFPB). Claims arising*
 9 *under section 1057 of the Dodd-Frank Wall Street Reform and Consumer Protection*
 10 *12 U.S.C. 5567(a) 12 U.S.C. 5567(a)*

11 *(a) In general No covered person or service provider shall terminate or in any other way*
 12 *discriminate against, or cause to be terminated or discriminated against, any covered*
 13 *employee or any authorized representative of covered employees by reason of the fact*
 14 *that such employee or representative, whether at the initiative of the employee or in the*
 15 *ordinary course of the duties of the employee (or any person acting pursuant to a request*
 16 *of the employee), has—*

17
 18 *(1) provided, caused to be provided, or is about to provide or cause to be provided,*
 19 *information to the employer, the Bureau, or any other State, local, or Federal,*
 20 *government authority or law enforcement agency relating to any violation of, or any act*
 21 *or omission that the employee reasonably believes to be a violation of, any provision of*
 22 *this title [1] or any other provision of law that is subject to the jurisdiction of the Bureau,*
 23 *or any rule, order, standard, or prohibition prescribed by the Bureau;*

24
 25
 26

27 *(4) objected to, or refused to participate in, any activity, policy, practice, or assigned*
 28 *task that the employee (or other such person) reasonably believed to be in violation of*

any law, rule, order, standard, or prohibition, subject to the jurisdiction of, or enforceable by, the Bureau.

COVERED PERSON 12 USC § 5481(6)

390. (6) Covered person The term “covered person” means— (A) any person that engages in offering or providing a consumer financial product or service; and (B) any affiliate of a person described in subparagraph (A) if such affiliate acts as a service provider to such person. [Trivedi is such affiliate as an employee of GEHC of person described in subparagraph (A) GE, Service provider...] Affiliate 12 USC § 221a(b) The term “affiliate” means any person that controls, is controlled by, or is under common control with another person.

12 USC § 1817(j)(8) For the purposes of this subsection, the term— (A) “person” means an individual or a corporation, partnership, trust, association, joint venture, pool, syndicate, sole proprietorship, unincorporated organization, or any other form of entity not specifically listed herein; and (B) “control” means the power, directly or indirectly, to direct the management or policies of an insured depository institution or to vote 25 per centum or more of any class of voting securities of an insured depository institution. [under this Trivedi is GEHC CONTROLLED by GE, Trivedi controlled by GEHC, GE as a PERSON and “GE Capital (part of parent company GE) “offering loans and leases of medical devices and INSITE EXC SERVICE]

SERVICE PROVIDER 12 USC § 5481(26)(A)

(A) In general The term “service provider” means any person that provides a material service to a covered person in connection with the offering or provision by such covered person of a consumer financial product or service, including a person that— (i)

participates in designing, operating, or maintaining the consumer financial product or service; or

12 USC § 1831f(g)(4) employee(4) Employee For purposes of this subsection, the term “employee” means any employee— (A) who is employed exclusively by the insured depository institution; (B) whose compensation is primarily in the form of a salary; (C) who does not share such employee’s compensation with a deposit broker; and (D) whose office space or place of business is used exclusively for the benefit of the insured depository institution which employs such individual.

Trivedi was indirectly involved in such offering as she was “any authorized representative” and “Employee”. On several occasions, field personnel where GEHC medical devices leased or loaned called Trivedi to assistance on operation and service issues related to these medical devices. Hence Trivedi is considered protected as it related to offering of such “product and service”. Trivedi was involved in designing, supporting , servicing such product which was being leased and loaned.

391. As per 12 U.S.C. 5567 (b), which imposes no requirement that information be conveyed to a government agency, no requirement to report to government agency in order to get whistleblower protection.

12 U.S. Code § 5536. Prohibited acts (a) In general It shall be unlawful for—

(1) any covered person or service provider—(A) to offer or provide to a consumer any financial product or service not in conformity with Federal consumer financial law, or otherwise commit any act or omission in violation of a Federal consumer financial law; or (B) to engage in any unfair, deceptive, or abusive act or practice;

(3) any person to knowingly or recklessly provide substantial assistance to a covered person or service provider in violation of the provisions of section 5531 of this title, or

1 *any rule or order issued thereunder, and notwithstanding any provision of this title,[1]*
2 *the provider of such substantial assistance shall be deemed to be in violation of that*
3 *section to the same extent as the person to whom such assistance is provided.*

4 392. By deceptive, fraudulent marketing, sales, leasing, lending and financing GE
5 medical devices through GE capital; GE was violating laws. The Consumer Financial
6 Protection Bureau oversees GE capital. GE Capital has GE Healthcare Equipment
7 Finance . Hence by engaging in all the activities Plaintiff Trivedi did to report to GE
8 management internally about alleged violations that CFPB oversees.; Trivedi is a
9 “covered employee” as per 12 U.S.C. 5567(b)
10

11 393. Trivedi as per 12 U.S.C. 5567(a)(4) and 12 U.S.C. 5567(a)(1) objected and
12 refused to participate in GE fraud scheme to release defective, non conforming, Cyber
13 security vulnerabilities, hackable medical devices and service products, related
14 activities to 100,000 medical devices in PRODUCTION inside HOSPITALS and
15 reported her objections and such illegal activities to employer GE as per 12 U.S.C.
16 5567(a)(1);
17

18 394. Trivedi reasonably believed to be in violation of law, rule, order, standard, or
19 prohibition, subject to the jurisdiction of, or enforceable by, the Bureau - 12
20 U.S. Code § 5536(a)
21

22 395. Even when Trivedi was assigned task to integrate InsiteEXC on Surgery platform;
23 Trivedi’s assigned task that Trivedi reasonably believed to be in violation of law,
24 rule, order, standard, or prohibition, subject to the jurisdiction of, or enforceable by,
25 the Bureau. 12 U.S. Code § 5536(a)(1) and 12 U.S. Code § 5536(a)(3) ..It was illegal
26 for GEHC managers, management and defendants in this complaint to assist under 12
27
28

1 U.S. Code § 5536(a)(3) to “GE Capital” or any such “Covered Person”, “Service
2 Provider” at GE company who offered such loans, leasing of medical devices.

3 396. 12 U.S. Code § 5565. Relief available (a) Administrative proceedings or court
4 actions

5
6 (1) Jurisdiction -The court (or the Bureau, as the case may be) in an action or adjudication
7 proceeding brought under Federal consumer financial law, shall have jurisdiction to grant any
8 appropriate legal or equitable relief with respect to a violation of Federal consumer financial law,
9 including a violation of a rule or order prescribed under a Federal consumer financial law.

10 397. Private cause of action is available under 12 U.S. Code § 5565 as well as relief for
11 damages, restitution, injunctive relief.

12
13 398. *The Act also prohibits actions by any “related person” violating consumer*
14 *products, including:*

- 15 1. *any director, officer, or employee charged with managerial responsibility for,*
16 *or controlling shareholder of, or agent for, such covered person;*
17 2. *any shareholder, consultant, joint venture partner, or other person, as*
18 *determined by the Bureau (by rule or on a case-by-case basis) who materially*
19 *participates in the conduct of the affairs of such covered person; and*
20 3. *any independent contractor (including any attorney, appraiser, or accountant)*
21 *who knowingly or recklessly participates in any -*
22 1. *violation of any provision of law or regulation; or*
23 2. *breach of a fiduciary duty.*

24
25 399. Other finance related rules and regulations, statutes, state laws may apply to GE’s
26 loan, lease, tax bond and related activity for it’s healthcare equipment finance; the matter should
27 looked into holistically.

28 400. Plaintiff did file OSHA complain (EXHIBIT 6 & 7)

EIGHTH CAUSE OF ACTION

8 U.S.C. § 1324b(a)(1), 8U.S.C. § 1324b (a)(5)

PROHIBITION OF INTIMIDATION OR RETALIATION

401. Plaintiff realleges, reasserts, and incorporates by reference the facts and allegations stated in the previous paragraphs; as though fully set forth herein, as well as facts currently unknown.

402. Above cause of action prohibits employer to retaliate, discrimination based on nationality, immigration status as person(employee) who objects any unlawful practices, acts done by employer. Even while mediation, arbitration was pending, GE cancelled her H1 which is also to prohibit her from pursuing her claims under this and also to scare her off in terms of her immigration.

403. **8 U.S.C. § 1324b(a)** *Prohibition of discrimination based on national origin or citizenship status (1) General rule It is an unfair immigration-related employment practice for a person or other entity to discriminate against any individual (other than an unauthorized alien, as defined in section 1324a(h)(3) of this title) with respect to the hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment—*
(A) because of such individual's national origin, or
(B) in the case of a protected individual (as defined in paragraph (3)), because of such individual's citizenship status.

404. **As per 8U.S.C. § 1324b (a)(5)-** *It is also an unfair immigration-related employment practice for a person or other entity to intimidate, threaten, coerce, or retaliate against any individual for the purpose of interfering with any right or*

1 *privilege secured under this section or because the individual intends to file or has*
2 *filed a charge or a complaint, testified, assisted, or participated in any manner in an*
3 *investigation, proceeding, or hearing under this section.*

4 405. I filed form to the Immigrant and Employee Rights Section (IER), formerly
5 Office of Special Counsel for Immigration-Related Unfair Employment Practices in
6 the Civil Rights Division of the U.S. Department of Justice. Confirmation number:
7
8 OSC Charge with confirmation.

9 406. **While employed at GE, even as I emailed GE HR and GE immigration**
10 **attorney(EXHIBIT 11) that GE is violating immigration laws and atthat time I did**
11 **INTEND to take action/file complain.**
12

13 407. Trivedi was abused and insulted at work due to her national origin; is subjected to
14 negative treatment by an employer GE due to her national origin. These unlawful employer
15 behaviors also included workplace bullying and harassment due to Trivedi's country of birth.
16 Because Trivedi's national origin is INDIA... and especially when such a lady Trivedi form
17 India is EXPOSING them for fraud, technical incompetencies.
18

19 408. As her nationality being INDIAN which is considered "THIRD WORLD
20 COUNTRY" Would GE have DARED TO DO WHAT GE DID TO TRIVEDI if TRIVEDI
21 WOULD HAVE BEEN from USA national origin or U.K./FRENCH national origin ? In
22 Trivedi's belief her national origin played role. Also being a WOMAN from a THIRD
23 COUNTRY INDIA; hence national origin.
24

25 409. It prohibits citizenship discrimination when it has the purpose of discriminating
26 on the basis of nation origin; which is case for Trivedi.
27
28

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1 415. GE is required by SEC rule to include code of business conduct and ethics
2 including in its Annual report form. And comply with it. 17 CFR § 229.406 -Code of ethics.
3

4 416. **A. Rules enacted by the major stock exchange NYSE**

5 The NYSE requires each publicly traded company to publish a Code of Business Conduct and
6 Ethics promising not to retaliate against employees.

7 417. GE is a publicly traded company –on NYSE stock exchange.

8
9 418. First, the stock ex-changes, NYSE require their listing issuers to adopt a Code that
10 applies to all employees. Second, the Code must provide for an enforcement mechanism to
11 encourage prompt, internal reporting of violations of the Code.(See NYSE LISTING MANUAL
12 § 303A.10) .The NYSE listing requirements specifically mandate that the Code include corporate
13 assurances that it will not retaliate against an employee for reporting violations of the Code(See
14 NYSE LISTING MANUAL § 303A.10);NYSE requires that companies protect employees who
15 make reports in “good faith,”
16

17 *(See NYSE LISTING MANUAL § 303A.10)Encouraging the reporting of any illegal*
18 *or unethical behavior. The listed company should proactively promote ethical behavior.*
19 *The listed company should encourage employees to talk to supervisors, managers or*
20 *other appropriate personnel when in doubt about the best course of action in a particular*
21 *situation. Additionally, employees should report violations of laws, rules, regulations or*
22 *the code of business conduct to appropriate personnel. To encourage employees to report*
23 *such violations, the listed company must ensure that employees know that the listed*
24 *company will not allow retaliation for reports made in good faith.*
25

26 NOTE:General policies about whistleblowing are not enough; these corporate governance
27 standards require *promises* not to retaliate (In the context of attempting to provide contractual
28

1 protection against sexual orientation discrimination, Ian Ayres and Jennifer Gerarda Brown note
2 the importance of obtaining contractual promises of nondiscrimination rather than merely
3 unenforceable nondiscrimination policies.).

4 419. **The NYSE listing rules require GE to promise broad whistleblower**

5 **protection;** protect employees/plaintiff Trivedi who made whistleblower disclosures
6
7 in “good faith,” fair dealing as well.

8 420. **B. Plaintiff Trivedi signed as a condition of employment at the time of joining**

9 **GE(EXHIBIT 28 & EXHIBIT 29) GE policies-The Spirit and the letter**

10 The Spirit and the letter (letter is also part of SEC filing DEF 14A)(also available on GE
11 website)— it states that “*You do not need to be certain that a violation has occurred. At the*
12 *same time, you have an obligation to promptly raise a concern when you see a situation in which*
13 *our integrity principles or policies are not being followed. “*

14
15 ***“RESPONSIBILITIES OF EMPLOYEES***

16 ✓ *Know and comply with the laws and regulatory requirements that affect your job*
17 *responsibilities.*

18
19 ✓ *Be the Voice of Integrity and promptly escalate any potential issues that may lead to a*
20 *regulatory compliance breach.”*

21 **NOTE- GE has itself done so much fraud, scandals, cooked account books and more**
22 **that these policies spirit. Policy Letter is merely a letter new employee required to read and sign**
23 **and follow but company itself is not following.**

24
25
26 421. Because a corporate Code always applies to the company GE and its employees
27
28

(plaintiff Trivedi), enforcing a Code promise often avoids a debate about whether a worker-plaintiff Trivedi is a “covered employee.” The anti-retaliation promise contained in GE corporate Code protects employees (plaintiff Trivedi) as a covered employee. GE Corporate Code, on the other hand, also promised to protect an employee who discloses *any* illegal or unethical activity occurring within the corporation; hence such claims to go forward under a breach of contract theory based on the employer GE ’s anti-retaliation policy as it stated on **GE policies-The Spirit and the letter** page 13 “GE absolutely prohibits retaliation”.

422. **C. Plaintiff Trivedi fulfilled her “Duty to Report Violations,”** which stated in GE policies: The spirit and the letter(SEC filing DEF 14A):” *Penalties for violations* >>*Employees and leaders who violate the spirit or letter of GE’s policies are subject to disciplinary action up to and including termination of employment. Misconduct that may result in discipline includes: • Violating GE policy, Failure to promptly raise a known or suspected violation of GE policy , Retaliation against another, employee for reporting an integrity concern,• Failure to demonstrate leadership and diligence to ensure compliance with GE policies and law.*

423. GE SEC filing DEF 14A-Code of Conduct. *All directors, officers and employees of GE must act ethically at all times and in accordance with the policies comprising GE’s code of conduct set forth in the company’s integrity policy, The Spirit & The Letter, which is published on GE’s website at www.ge.com/files/usa/citizenship/pdf/english.pdf.*

424. GE’s Anti-retaliation Promise as an Express Contract as well==also answer to GE’s defense that it was at-will employment.

1 425. **These anti-retaliation protections supersede any private ordering between**
2 **parties GE and plaintiff Trivedi, including an at-will arrangement, that would permit an**
3 **employer GE to fire or otherwise retaliate against a plaintiff Trivedi for reporting**
4 **misconduct.**

5 426. **D. Implied contract**

6 427. Plaintiff had an implied contract of employment for so long as Plaintiff performed
7 Plaintiff's job in a satisfactory manner.

8 428. Trivedi performed her job in a satisfactory manner. Even in her performance
9 appraisal(EXHIBIT 10) –GE manager rated her performance as "meeting expectations" but
10 made up that it is her communication skills, relationship skills which needs to be improved and
11 as a result of PRETENSE/made up false/retaliatory.

12 429. **E. GE made Good faith implied job contract that GE will do H1, yearly**
13 **extension of H1 and her greencard**

14 As plaintiff was on her sixth year of H1B..After SIXTH year on H1B unless employer timely
15 files greencard paperwork ,H1 B can't be extended nor can one work for another
16 employer/change job..That's what exactly GE did.

17 430. Also despite several requests during mediation, a arbitration and a letter to CEO
18 of GEHC by immigration attorney Jeff Goldman(EXHIBIT 12) –GE didn't file I 140 which
19 would have allowed her to extend her H1B and leave GE and work for another employer.

20 431. We requested at that time that GE keep me on leave without pay and just do
21 paperwork. But GE didn't care. It is also illegal to cancel H1 B while mediation and arbitration is
22 pending because without H1 B I had no way to be in country legally which was a weakness –GE
23 and arbitrator used that (H1 B cancellation) **(EXHIBIT 12)**as tools.

1 432. Defendant breached its contract with Plaintiff by: Terminating Plaintiff in breach
 2 of the promises made to Plaintiff; terminating plaintiff in violations of public policy ,state and
 3 federal statutes, regulatory agencies including but not limited to DOD, FDA, SEC, DOL rules
 4 and regulations. Also in violation of all other anti-retaliation, whistleblower protection laws
 5 .Cause of action claim -----stated here. Terminating Plaintiff without good cause as she did meet
 6 her performance (technical performance as well) (EXHIBIT 10)

8 433. The company induced Ms. Trivedi; and that GEHC would make good faith efforts
 9 to pursue permanent residency (EXHIBIT 23)for her, only to fall far short on this promise. What
 10 is particularly frustrating is the fact that GEHC did get past the most difficult part of the green
 11 card process—the US Department of Labor did certify a Labor Certification Application for her ((

12 Immigration has approved Ms. Trivedi’s petition as a person with exceptional ability/advanced
 13 degree individual).

15 **“ Federal Court cases have clearly faulted employers for this kind of inducement**
 16 **and failure to use good faith in following up with this process. (EXHIBIT 23)**Also,
 17 the company neglected to file the PERM labor certification on timely manner
 18 (despite Ms. Trivedi requesting) (EXHIBIT 12), which has resulted in that she
 19 could not work for other employer(preemptive) in US.

21 434. Ms. Trivedi had emailed both ;Manager Dave Mehring and lead Nate Davis
 22 mentioning this even before joining GEHC(EXHIBIT 21) .So, they are not letting
 23 Ms. Trivedi go on with her own life. Knowing these matters from beginning. Also by
 24 cancelling H1 B so I can’t proceed in arbitration or any other court.(preemptive)”

26 435. Breach of contract

1 *See Leyden v. Am. Accreditation Healthcare Comm’n*, 83 F. Supp. 3d 241, 247–
2 48 (D.D.C. 2015). In *Leyden*, the trial court held that the plaintiff had a valid claim
3 based on the employer’s alleged violation of its internal anti-retaliation policy.

4
5 In *Leyden*, The defendant then terminated the plaintiff’s employment. The
6 defendant moved to dismiss the complaint, arguing in relevant part that the anti-
7 retaliation policy did not create contractual rights. Even if it did, the defendant
8 contended, it had disclaimed any such rights in its employee handbook. **Court held that**
9 **The anti-retaliation policy created an implied contract.** *Strass v. Kaiser Foundation*
10 *Health Plan*, a case holding that an employee handbook created an implied contract. *Id.*
11 at 247 (citing *Strass v. Kaiser Found. Health Plan*, 744 A.2d 1000 (D.C. 2000)). The
12 court discussed how a manual could create rights, and how an employer could effectively
13 disclaim those rights. The court also rejected the defendant’s argument about the
14 disclaimer, noting that a disclaimer that was “rationally at odds” with the other
15 language in the document may not cut off an implied contract.

16
17
18
19 In finding an implied contract, the court focused on the employer’s invitation to
20 report “Improper Activities” internally and on the language of the anti-retaliation policy.
21 The court also concluded that the employer’s disclaimer, which was found in a different
22 document, was rationally at odds with the anti-retaliation policy. .

23
24 436. Implied covenant of good faith and fair dealing to GE and plaintiff’s implied
25 contract.

26 Rely upon “breach of implied contract” or “promissory estoppel” theories to examine
27
28

1 *handbook promises to enforce anti-retaliation promises found in GE corporate Codes, utilizing*
 2 *the “handbook doctrine,” an exception to the at-will rule for employer GE promises in employee*
 3 *handbooks or manuals. Similarly, under a promissory estoppel theory, specific promises*
 4 *within a handbook increase the likelihood that a court will find that the employee Trivedi*
 5 *reasonably relied upon the statement.*

7 437. As stated above;Trivedi and GE created contractual rights, Trivedi relied on anti-
 8 retaliation promise in the GE policies letter (which had GE anti-retaliation policy which
 9 created an implied contract.) she SIGNED as an condition of employment and followed duty
 10 to report violations as expressed in GE policy, federal , state laws and rules, along with other
 11 courses at GE that she was required to take as GE was in regulated environment.

13 438. Madhuri Trivedi protected under the whistleblower protection policies in
 14 corporate codes of ethics as she was following that.

16 439. **An employer GE has a fiduciary duty to the employee Trivedi**

17 440. A fiduciary relationship may be created by agreement of the parties. Trivedi and
 18
 19 GE created such relationship at the time Trivedi joined GE and when Trivedi signed letter stating
 20 that as long as Trivedi does her JOB, performs duty as shown in her JOB OFFER , follows “GE
 21 Policies” as mandates by NYSE –New York stock exchange ---when any of violations that
 22 Trivedi beilevs and had proof that violated laws, statutes, regulations as stated in cuase of actions
 23 in this complaint along with violation of “GE Polices”; Trivedi objected, wrote to management ,
 24 told them in=person...While GE defendants ,Fragomen defendants BREACHED such fiduciary
 25 duty.
 26

27
 28 441. See EBC I, Inc. v. Goldman, Sachs & Co., 5 N.Y.3d 11, 20 (2005). Rather, the
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1 actual relationship between the parties determines the existence of a fiduciary duty (e.g., the
2 second type of fiduciary relationship). Id. In *Meinhard v. Salmon*, 164 N.E. 545, 546 (N.Y.
3 1928), Justice Cardozo provided the “classic formulation” of a fiduciary duty:

4
5 New York Court of Appeals has described the duty as arising from a relationship
6 “between two persons when one of them is under a duty to act for or to give advice
7 for the benefit of another upon matters within the scope of the relation.” See *EBC I*,
8 5 N.Y.3d at 19, quoting Restatement (Second) of Torts § 874, Comment a

9
10 442. courts have long recognized that when an employee is in a position of
11
12 management and conducts the business of an employer, he owes that employer a fiduciary
13 duty.(holding that employees “vested with policy-making authority [with]the ability to make
14 decisions which bind the company” owe a fiduciary duty). This fiduciary duty encompasses a
15 duty of care, loyalty, and good faith. [Trivedi and defendants here apply in this analogy]
16

17
18 443. GE argument that Trivedi had POOR soft skills is not anything but PRETEXT
19
20 and bullying that management did ; GE falsely generated some emails and selectively solicited
21 inputs from few GEHC employees(these employees themselves where involved in Insite EXC
22 fraud and were failing TECHNICALLY either to FIX INSITE EXC OR to DEVELOP new
23 platform that would replace INSITE EXC) who would say Trivedi had soft skill issues ..GEHC
24 management never solicited/took into consideration/account feedback from DAVE SALLIS,
25 JOE PURCELL, BARRY, MOHEDDINE and several other managers, technical leads who were
26 happy with Trivedi’s technical as well as SOFT SKILLS.
27

1 444. The breach is actionable as there is proof that the plaintiff Trivedi suffered
2 damages as a result of the breach any failure on part of the fiduciary to act ..a breach
3 of fiduciary duty can be any behavior that is not in the best interest of the client;

4 445. GE violated/breached this code of ethics NYSE requirement by doing what
5 they did to plaintiff Trivedi.
6

7 446. GE's breach of an anti-retaliation policy in a Code of Ethics give rise to a
8 breach of contract claim. *Federal district court held that an employer's anti-retaliation policy*
9 *created 'legally enforceable rights.*
10

11 447. As alleged above on several elements; GE breached contract.
12
13

14 TENTH CAUSE OF ACTION

15 31 U.S.C. §3729 et.seq. AND 31 U.S.C. § 3802 AND RELATED WHISTLEBLOWER
16 REPRISAL
17

18 448. Plaintiff realleges, reasserts, and incorporates by reference the facts and
19 allegations stated in the previous paragraphs; as though fully set forth herein, as well as facts
20 currently unknown.
21

22 449. I am requesting whistleblower protection and reprisal relief under these laws as
23 well.
24

25 450. GE violated FEDERAL FALSE CLAIMS ACT, 31 U.S. Code § 3802 ; False
26

27 ¹ <https://www.zuckermanlaw.com/code-of-ethics-whistleblower-protection-lawyer/>
28

1 claims and statements; Liability- to the actions of government contractor by failing to disclose
2 product defects. General Electric is a government contractor.

3 451. GE violated Civil False Claims Act (31 U.S.C. §3729 et seq.) by knowingly
4 presenting false or fraudulent medical device SALES and service contract submitted to
5 government, conspired to defraud the government. GE conspired and “knowingly” defrauded
6 government because GE had actual knowledge of the information about InsiteEXC defects,
7 design non conformances, performance issues, cyber security vulnerabilities and potential risks
8 these vulnerabilities posed to insider attacks as well as attacks from outside network that could
9 affect/affect patients possible diagnosis of Imaging scan, and much more unspecified attack
10 vector, acted in deliberate ignorance of the truth, falsified of the InsiteEXC information ;
11 continuously selling and integrating InsiteEXC of all kinds of GE medical devices for years to
12 generate revenue and earn millions worth of medical device purchases and service contracts by
13 government. As per 31 U.S.C. §3729 et seq. Plaintiff Trivedi claims here in -Not proof of
14 specific intent of GE to defraud is required .It is also fraudulent inducement.
15
16
17

18 452. Plaintiff Trivedi engaged in protected activity; GE had knowledge that Plaintiff
19 Trivedi was engaged in protected activity; GE took an action that had a negative effect on the
20 terms, conditions, or privileges of employment, such as termination, harassment and any other
21 act that would dissuade a reasonable person from reporting violations of the False Claims Act;
22 and GE retaliated against Plaintiff Trivedi because of this conduct.
23
24

25 453. **Plaintiff has alleged properly all the elements as stated above in this**
26 **complaint.**

27 454. Further stopping me from pursuing Quitam and/or any other claims by cancelling
28

1 my immigration H1B. Because quitam attorneys said that given Trivedi's immigration situation
2 they were hesitant to invest million in the quitam lawsuit if they take on contingency basis.
3
4

5 **ELEVENTH CAUSE OF ACTION**

6 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**

7 455. Plaintiff realleges, reasserts, and incorporates by reference the facts and
8 allegations stated in the previous paragraphs; as though fully set forth herein, as well as facts
9 currently unknown.
10

11 456. Plaintiff alleges that Plaintiff's termination was wrongful because it was in
12 Violations of the public policy of the United States in that Plaintiff's termination was in
13 retaliation for Plaintiff's opposing and reporting illegal activity, as described in preceding
14 allegations for -----Under the public-policy an employee is wrongfully discharged when the
15 termination is against an explicit, well-established public policy.
16

17 457. Thompson v. St. Regis Paper Co., 102 Wn.2d 219, 232, 685 P.2d 1081 (1984).
18 Those decisions announce a return to Thompson, in which we adopted the public policy tort in
19 recognition that the at-will doctrine gives employers potentially "unfettered control of the
20 workplace and, thus, allows the employer to take unfair advantage of its employees." Thompson,
21 102 Wn.2d at 226. Thompson observed that allowing an exception to the at-will doctrine serves
22 to equalize the imbalance of power that exists in an employment relationship. Id. Our adoption of
23 the common law tort thus signified that the at-will doctrine can no longer "be used to shield an
24 employer's action which otherwise frustrates a clear manifestation of public policy." Id. at 231.
25
26
27
28

1 [Thus GE's argument about "at will" employment doesn't work here as it is used to shield GE
2 wrongdoing and puts TRIVEDI being taken unfair advantage off and exhibits imbalance of
3 power]

4 458. A substantial motivating reason for Trivedi's termination was her reporting to
5 GE's management, managers, seniors, its General manager Dave Elario(who threatened to take
6 Trivedi off job and already did later) its CTO, its CEO, its CFO

8 459. Trivedi refused to participate in GE's attempts to turn a blind eye to, and indeed
9 affirmatively and knowingly cover up , CFPA-consumer finance protection act, HIPPA,
10 HITECH, Sarbanes-Oxley, and other violations of federal securities laws, False claims act, and
11 Trivedi took a position adverse to GE regarding such illegal activity.

13 460. Wrongful discharge tort also protects employees who disclose a violation of
14 "public policy"

16 **TWELFTH CAUSE OF ACTION**

17 **18 U.S.C § 1512 et. Seq. - TAMPERING WITH A WITNESS, VICTIM, OR AN**
18 **INFORMANT, 18 U.S.C § 1513 et.seq. - RETALIATING AGAINST A WITNESS,**
19 **VICTIM, OR AN INFORMANT (E)**

21 461. Plaintiff realleges, reasserts, and incorporates by reference the facts and
22 allegations stated in the previous paragraphs; as though fully set forth herein, as well as facts
23 currently unknown.

25 462. GE knew that FBI said that GE matter was quitam matter, and that FDA gave a
26 letter in Feb 2014, another FDA letter from Director of radiological devices; Mary Patel
27 (EXHIBIT 19),OSHA but despite continue jeopardize my livelihood by jeopardizing my
28

1 immigration and further stopping me from pursuing claims, work with /go to government
2 agencies, work on government investigations.

3
4 **THIRTEENTH CAUSE OF ACTION**

5
6 **9 U.S. CODE § 12, 9 U.S. CODE § 10(A)(3), 9 U.S. CODE § 10(A)(2) 9 U.S. CODE**
7 **§ 10(A)(1) AND CHALLENGING ARBITRATION AWARD UNDER COMMON LAW**
8

9 463. Plaintiff realleges, reasserts, and incorporates by reference the facts and
10 allegations stated in the previous paragraphs; as though fully set forth herein, as well as facts
11 currently unknown.

12 464. Arbitration carries no right to trial by jury that is guaranteed by the Seventh
13 Amendment

14 465. This court has supplemental jurisdiction as it related to claims bought in here.

15 466. *New Prime Inc. v. Oliveira, 139 S. Ct. 532 (2019)*. The Court issued its decision
16 on January 15, 2019. In a unanimous decision, the Court upheld the findings of the First Circuit,
17 affirming that judgment of whether Section 1 **exceptions applied or not was a role for the**
18 **courts and not arbitration,**
19

20 [the “who decides” question.]
21

22 **Delegation clause in arbitration is also presenting conflicts at various circuit**
23 **level.**

24 Source :---<https://www.arbitrationnation.com/> >>>>New Prime suggests that there’s a
25 difference between contractual arbitrability – issues about flaws in the arbitration agreement,
26 scope of the arbitration agreement, or procedural preconditions that need to be satisfied before
27 the recourse to arbitration is appropriate – and subject matter limits on what can be arbitrated.
28

1 Hence it is upto the COURT in this DISTRICT where Trivedi has filed complaint decides about
2 this issues related to arbitration ; and not arbitrator or GE's solutions policy.

3 467. The Act's Statutory Bases for Vacating Arbitration Awards. The FAA's vacatur
4 provision "show[s] a desire of Congress to provide not merely for any arbitration but for an
5 impartial one." Commonwealth Coatings Corp. v. Continental Cas. Co., 393 U.S. 145, 147 (1968).
6 Arbitrators and litigants should remain mindful of instances in which the courts have found
7 cause to vacate an arbitration award and/or refused to grant vacatur, and parties on the losing end
8 of an arbitration may pursue these (limited) avenues of attack on awards
9

10 468. Vacating award ===== Fifth Circuit recently noted, the FAA only 'where
11 the award was procured by corruption, fraud, or undue means.'" Taylor v. Univ. of
12 Phoenix/Apollo Group, 487 F. App'x 942 (5th Cir. 2012) (quoting Forsythe Int'l., S.A. v. Gibbs
13 Oil Co. of Tex., 915 F.2d 1017, 1022 (5th Cir. 1990))
14

15 469. JURISDICTION section has details about this cause of action; along with
16 allegation made through out this complaint this support this cause of action
17

18 470. There is constant dispute all across country at various circuit court levels "subject
19 matter arbitrability," mean the power of an arbitrator to hear certain categories of disputes; as a
20 matter of public policy, various claims brought in this Trivedi's complaint. Does arbitrator has
21 authority to hear in a PRIVATE HOTEL ROOM in A PRIVATE RECORD FOR ARBITRATION
22 PROCEEDINGS AND HEARING SUCH COMPLEX causes of action involving cyber security,
23 public health, safety, consumer finance, Department of defense contracts, security and exchange
24 commission law ... Though Dodd Frank act, SOX claims, False claims act claims and CFPA-
25 finance related claims are PRECLUDED from GE's mandatory arbitration...
26

27 471. As set forth in Wilko, the manifest disregard of law doctrine on her disregard of
28

1 the law. Thus, it is the arbitrator's failure to apply the law of which she is fully cognizant that
 2 becomes the subject of review and a potential basis for vacating an arbitration award.

3 472. See, e.g., *In re Wal-Mart Wage and Hour Emp't Practices Litig.*, 737 F.3d
 4 1262, 1267 n.7 (9th Cir. 2013) ("Courts may also vacate arbitration awards on the
 5 basis of an arbitrator's manifest disregard for law. . . . 'Although the words "manifest disregard
 6 for law" do not appear in the FAA, they have come to serve as a judicial gloss on the standard for
 7 vacatur set forth in FAA § 10(a)(4).'" (quoting *Johnson v. Wells Fargo Home Mortg., Inc.*, 635
 8 F.3d 401, 414 (9th Cir. 2011))); *Wachovia Secs., LLC v. Brand*, 671 F.3d 472, 483 (4th Cir.
 9 2012) ("We read this footnote [in *Stolt-Nielsen*] to mean that manifest disregard continues to
 10 exist either as an independent ground for review or as a judicial gloss on the enumerated grounds
 11 for vacatur set forth at 9 U.S.C. § 10." (quotation marks omitted));
 12
 13

14 There is CIRCUIT CONFLICT about manifest disregard of law.

15 473. See *E. Tex. Salt Water Disposal Co. v. Werline*, 307 S.W.3d 267, 270 n.7 (Tex.
 16 2010) ("Although the Company did not assert any statutory basis for vacating the award, the
 17 court held that the common law, in addition to the TAA, allows an arbitration to be set aside for
 18 . . . such gross mistake as would imply bad faith and failure to exercise honest judgment. . . . see
 19 also *Callahan & Assocs.*, 92 S.W.3d at 844.
 20

21 474. 9 U.S.C. § 10(a)(3) was the First Circuit's decision in *Hoteles Condado Beach, La*
 22 *Concha & Convention Ctr. v. Union De Tronquistas Local 901*, 763 F.2d 34, 38 (1st Cir.
 23 1985). The First Circuit found that the arbitrator's failure to give any weight to this testimony
 24 violated 9 U.S.C. § 10(a)(3), since the transcript of the testimony was relevant and the sole
 25 evidence available to establish the employee's culpability. In reaching this decision, the court
 26 noted that a federal court may vacate an arbitrator's award only if the arbitrator's refusal to hear
 27
 28

1 pertinent and material evidence prejudices the rights of the parties to the arbitration
 2 proceedings,”

3 475. Gulf Coast Indus. Workers Union v. Exxon Co., USA, 70 F.3d 847, 850 (5th Cir.
 4 1995), the Fifth Circuit upheld a district court’s order to vacate an arbitration award pursuant to 9
 5 U.S.C. § 10(a)(3) based on the arbitrator’s improper conducting misleading a party as to the
 6 admission of certain pieces of key evidence. However, the arbitrator had prevented Exxon from
 7 presenting evidence regarding the chemical analysis of the ciga The D.C. Circuit has similarly
 8 noted that petitioners seeking to invoke 9 U.S.C. § 10(a)(3) must demonstrate that the excluded
 9 evidence was pertinent and material to the controversy, and that the exclusion of the evidence
 10 deprived the petitioners of a fundamentally fair hearing. See Lessin v. Merrill Lynch, Pierce,
 11 Fenner & Smith, Inc., 481 F.3d 813, 817-18 (D.C. Cir. 2007) rette,

14 476. **Trivedi’s deposition, depsoition of Bill barbiux, deposition of Meheddine was**
 15 **not entred into evidence; not arbitrator allowed Trivedi to question various witnesses**
 16 **where it would help Trivedi to prove her case and instead continuously insulted and**
 17 **interrupted Trivedi ; stopped her from asking questions..**

19 [Similarly for Trivedi case]

20 **FOURTEENTH CAUSE OF ACTION**

21 **PROMISSORY ESTOPPEL AND EQUITABLE ESTOPPEL**

23 477. **Promissory estoppel and equitable estoppel** as it applies to cause of actions in
 24 this complaint. ... Plaintiff Trivedi incorporates by reference Estoppel, as though fully set forth
 25 herein as it applies to all cause of actions(where applicable) brought here in this complaint.

27 478. **Promissory estoppel and equitable estoppel cause of action also applies to**
 28 **Foley & Mansfield defendant.**

1 479. **Promissory estoppel is permitted in all jurisdictions.**

2 480. Promissory estoppel is a cause of action that might be asserted against a party for
3 the first party's detrimental reliance upon a promise from the second party.

4 481. Estoppel itself is used to keep a party from promising one thing and then
5 changing the circumstances after a second party has relied upon the promise.

6 482. Promissory estoppel allows the party who was wronged by his or her reliance
7 upon the specific promise or assertion to collect damages.

8 483. a representation under equitable estoppel can also be inferred from silence when
9 there is a duty to speak or when negligence as **shown by GE, defendant has arisen from a**
10 **duty of care ; by all DEFENDANTS Foley & Manfield, Jennt at Fragoment**
11 **Representation of Fact, as it is alleged here by TRIVEDI “ be a support in a cause of action”**
12 **equitable estoppel is Facts misrepresented, Facts that are concealed, Hiding**
13 **knowledge of true facts, Acting with fraudulent intent, Acting from unjust inducement,**
14 **Benefiting from detrimental reliance,**

15 484. Equitable estoppel is alternatively known as estoppel in pais and is meant to
16 protect a party to a contract from being harmed by the voluntary conduct of another party. It is
17 immaterial to a finding of equitable estoppel whether the voluntary conduct is action, silence,
18 acquiescence, or the concealment of material facts.

19 485. **The court may decide GE must uphold promises even though you don't**
20 **believe you have entered into a contract or legal agreement.**

21 486. Broken egg shells - broken promises. Estoppel itself is used to keep a party from
22 promising one thing and then changing the circumstances after a second party has relied upon
23 the promise.

1 487. Some form of legal relationship either exists or is anticipated between the
2 parties.

3 488. **Trivedi sent an email in 2011 (EXHIBIT 21) to David Mehring, GE manager**
4 **that she needs 365 but GE , Jenny Schragger failed to file PERM with department of labor**
5 **365 days before so in the event Trivedi got fired from GE; if GE would have followed it's**
6 **PROMISE made at the time of hiring---Trivedi would have joined another employer in 2013 by**
7 **getting H1 B visa extension. estoppel could be used (Exhibit 11, 20, 23 of plaintiff complaint**
8 **in this court)**

9
10 489. The High Court decision in *Waltons Stores (Interstate) Ltd v Maher* (1988)
11 164 CLR 387, extended the doctrine to representations about future
12 conduct. This type of "promissory estoppel" arises where the promise is given in circumstances
13 that lead the other party to assume the promise will be performed.
14
15 **[TRIVEDI relied on this promise at the time of Joining GE in 2011 that "GE in future will**
16 **file timely (before 365 days of H1 B expiry) PERM with DOL" Trivedi's Reliance by the on**
17 **the promise or representation.**

18
19 **Trivedi relying on the promise have suffered detriment; Trivedi in a worse position for**
20 **having relied on the promise. Trivedi has shown that, in the circumstances, it is unfair or**
21 **inequitable to allow GE and all defendants to do so.**

22 **Remedies**

23 490. *Olex Focas Pty Ltd v Skodaexpert Co Ltd* 1997 --The remedies available
24 **To Trivedi who has relied on a promise to their detriment are equitable. This court has a**
25 **discretion in deciding what to do and it will do what it can to relieve**
26
27
28

1 the detriment suffered. The court can force the party/GE to honor its promise, as this is
2 the only way to do justice.

3 Trivedi shows that it would be unconscionable for the promisor/GE to go back on their
4 promise.

5
6 491. Also GE's encouragement to pursue permanent residency such as
7 encouragement by the party that the promise will actually be performed. Trivedi relied on
8 it and didn't leave GE before she was fired ' relying that GE will fulfil it's permanent
9 residency promise and even Trivedi leaves GE; she could transfer her H1 to another
10 employer..But GE broke that promise.

11
12 492. A representation can be made either by words or conduct in equitable estoppel. A
13 party who has a duty to make a statement but fails to make one is in effect making a statement
14 by its silence. The party making the representation intends for the other party to rely upon such
15 a representation. After the first party makes a representation by word or deed, it may not
16 contradict its representation. The second party states that the first party is estopped from
17 changing its position based upon the first party's initial representation to the second party.
18 The second party's claim of estoppel is a defense against whatever claim the first party is
19 putting against the second party.
20

21 493. The party who detrimentally relied upon the promise made by another party may
22 use promissory estoppel to attempt to get relief for whatever problem the reliance has caused.
23 The party requesting relief will have to prove to the court that the first party made a specific
24 promise and that the second party took an action or actions based upon such a promise. In order
25 to receive relief, the result of the actions taken by the second party must have resulted in some
26 form of loss. Again, the actions taken and the loss incurred must be factual in nature,
27
28

1 or there will be no relief granted to the requesting party.

2 494. The representation that invokes equitable estoppel applies to representations
3 made by both words and/ or conduct. Although the representation must be clear and
4 unambiguous, a representation under equitable estoppel can also be inferred from silence when
5 there is a duty to speak or when negligence has arisen from a duty of care
6 Representation of Fact, is in a support in a cause of action by Trivedi as:
7

8 Facts misrepresented,

9 Facts that are concealed,

10 Hiding knowledge of true facts,

11 Acting with fraudulent intent,

12 Acting from unjust inducement,

13 Benefiting from detrimental reliance,

14 Injury to the complainant
15
16
17

18 **FIFTEENTH CAUSE OF ACTION**

19 **BREACH OF FIDUCIARY, DUTY BREACH OF THE IMPLIED COVENANT OF** 20 **GOOD FAITH AND FAIR DEALING ,BREACH OF CONTRACT GOOD FAITH,** 21 **NEGLIGENCE (FOLEY & MANSFILED DEFENDANT)** 22

23 495. Plaintiff realleges, reasserts, and incorporates by reference the facts and
24 allegations stated in the previous paragraphs; as though fully set forth herein, as well as facts
25 currently unknown.
26

27 496. A fiduciary duty is a duty or responsibility to act in the best interest of someone
28

1 else. The person who is duty bound to another person, in a fiduciary relationship, is called a
2 fiduciary. Such relationship existed between Foley and Trivedi.

3 497. The fiduciary (defendant Foley) had duties such as acting good faith, being
4 transparent with pertinent information, and being loyal to the plaintiff.

5 498. Facts here as Trivedi stated prove that the defendant Foley failed their duty by
6 withholding pertinent information, failing in their responsibilities or misrepresenting the
7 statement of fact/ laws related to advising Trivedi on challenging arbitration in court, SOX, Dodd
8 Frank SEC whistleblower claims and other claims (nor added in GE letter any of such
9 information)
10

11 499. I have mentioned history related to Foley's failure in previous section named
12 "facts related to allegation" ; so Trivedi realleges, reasserts, and incorporates by
13 reference the facts and allegations stated in the previous paragraphs
14

15 500. **Foley didn't mention in letter sent to GE (EXHIBIT 15)that Trivedi can**
16 **legally challenge arbitration award; nor made strong argument about claims brought here**
17 **in this complaint.**

18 501. Though partner Seymour was employment, labor and arbitration specialist.

19 502. Seven or so attorneys at Foley reviewed my file. None of them mentioned ever in
20 LETTER SENT TO GE or LATER TO ME "about going to district court for vacating
21 arbitration award nor claims as mentioned in this complaint."
22

23 503. **Foley & Manfield partner IMMIGRATION ATTORNEY Michael Davis**
24 **who provided no advise, input nor solution and ONLY thing did was to HIGHLIGHT**
25 **PROBLEMS as GE WITHDREW H1B visa. (EXHIBIT 31)..I was so disturbed after I**
26 **spoke with Michael Davis.**
27

1 504. David Haron referred me to another quitam law firm in Texas as shown here.

2 505. David Haron also asked me to call Patrick Burns in Washington DC; Patrick is
3 director of Taxpayers Against **Fraud** <https://taf.org> (**EXHIBIT 30**)
4

5 506. At that time as David said that Maro E. Bush, Mercedes Varasteh Dordeski were
6 partners with David Haron on Quitam side and David said they both were PREGNANT.)

7 507. In the end, partner Seymour happily forwarded/referred me to another
8 employment attorney who was also quitam attorney as shown here in EXHIBIT 31.

9 508. Even though next day of receiving arbitration award I forwarded award
10 (EXHIBIT 30) to David Haron, Seymour Mansfield and Andrew Shedlock along with other.
11 And they all read it.
12

13 509. In 2016 Trivedi sent Email to Foley & Mansfield that **law firm failed to**
14 **mention motion to vacate arbitration award at any time which cause Trivedi significant**
15 **damages, financial loss. EXHIBIT 33.**

16 510. the existence of a fiduciary relationship is not dependent solely upon a statute or
17 contractual relation. See EBC I, Inc. v. Goldman, Sachs & Co., 5 N.Y.3d 11, 20 (2005). Rather,
18 the actual relationship between the parties determines the existence of a fiduciary duty (e.g., the
19 second type of fiduciary relationship). Id. In Meinhard v. Salmon, 164 N.E. 545, 546 (N.Y.
20 1928), Justice Cardozo provided the “classic formulation” of a fiduciary duty:
21

22 511. New York Court of Appeals has described the duty as arising from a relationship
23 “between two persons when one of them is under a duty to act for or to give advice for the
24 benefit of another upon matters within the scope of the relation.” See EBC I, 5 N.Y.3d at 19,
25 quoting Restatement (Second) of Torts § 874, Comment a
26

27 512. As shown here Foley & Mansfield acted in negligence, had a fiduciary duty,
28

1 breach this duty and duty breach of the implied covenant of good faith and fair dealing ,breach of
2 contract good faith,. Trivedi suffered damages and financial loss due to that.

3
4 **IRREPARABLE INJURY, INJUNCTION**

5 Monetary damages at a later date ,time would not adequately compensate Trivedi for the injuries
6 Trivedi sustained , are sustaining and will sustain as a result of the events described above and as
7 stated above reasons; such compensation could not be measured.

8 ?

9
10 **RELIEF**

11
12 513. I pray to court and Judge to take this complaint's allegations as a whole, Look at
13 all these matter and allegations holistically, humanly and give JUSTICE– and give all the relief ,
14 to make plaintiff whole.

15 514. WHEREFORE, Plaintiff prays for judgment against Defendants, and each of
16 them, as follows:

17
18 515. For monetary damages against Defendants, and each of them, in an amount
19 sufficient to compensate Plaintiff for loss of income, loss of benefits, loss of use, for emotional
20 distress, and for the injury and damage that Defendants have caused to Plaintiff's name and
21 reputation;

22 516. Front pay-all the salary she lost since she was illegally terminated.

23 517. double back pay damages for all violations;

24
25 518. Restore and Resolve immigration petition, benefits and her prior employment
26 based visa that she lost and do that backdated including to the date 2010 at GE Boston.

27 519. For punitive damages against Defendants in an amount sufficient to deter them
28

1 from engaging in similar misconduct toward other employees, and to make an example of them
2 to others who may otherwise be inclined to engage in such wrongful conduct;

3 520. Monetary damages as per Section 10(b) of the Exchange Act [15 U.S.C. § 78j(b)]
4 and Rule 10b-5 thereunder [17 C.F.R. § 240.10b-5]
5

6 521. Monetary damages as per SOX, and other cause of actions mentioned above.

7 522. Damages for emotional distress, economic loss, defamation, intentional infliction
8 of emotional distress.

9 523. That Plaintiff be awarded an amount of money that will fairly compensate her for
10 the emotional and physical pain and suffering caused by Defendants' unlawful acts;

11 524. Plaintiff's reasonable legal cost and fees,
12

13 525. For injunctive relief, as the Court may deem proper.

14 526. For such other, further relief, as the Court may deem proper.

15 527. If court find proper; issue order for relief in PUBLIC INTEREST as well
16

17 Dated: August 30, 2019

18 
19

20 _____,
21 Madhuri Trivedi- Pro Se

22 ATTN: Women Who Code
23 44 Tehama St, 5th Floor, San Francisco, CA 94105
24 Fax: 708-778-4859 Phone: (650) 242-5135
25 Email: orangeinc@protonmail.com
26 LinkedIn:- [linkedin.com/in/trivedim](https://www.linkedin.com/in/trivedim)

27 NOTE:-I request that court issue an ORDER asking GE(if GE doesn't file these on its own) to
28 submit to this court _ENTIRE ARBITRATION RECORD including internal GE document
related to GE board of director INQUIRY. As GE choose private arbitrator mentioning that

1 public arbitrator Peter David from Wisconsin Workforce development who works for
 2 government hence arbitration record will become public so GE doesn't want Peter Davis to be an
 3 arbitrator and choose a PRIVATE ARBITRATOR... all records/communications. Arbitration
 4 hearing transcript and Bill Barbiuax GE architect deposition, Madhuri Trivedi's deposition,
 5 arbitration discovery documents—interrogation, request for evidence and entire arbitration
 6 record including but not limited to Level I, II, and III proceedings prior to Level IV.
 7

8 9 EXHIBITS

- 10 1. A. GE Medical Devices Vulnerability _ The Department of Homeland Security
 11 (DHS)_ICS-CERT ALERT DATED March 2018.
 12
- 13 1. B. Detail of alert with INSITE EXC (one of many alert)
 14 GE Medical Devices Vulnerability _ The Department of Homeland Security (DHS)_ICS-
 15 CERT ALERT –
 16
- 17 2. My email to GE CEO, GE board of directors and others.
 18
- 19 3. GE board of director inquiry
 20
- 21 4. Arbitration complaint against GE
 22
- 23 5. Letter from FDA,
 24
- 25 6. OSHA complaint (included Exhibit 3- Arbitration complaint against GE , Exhibit 5a-
 26 FDA letter, Exhibit 7 below; and other documents along with phone chat, emails.
 27
- 28 7. OSHA complaint attachment 1 summary ,OSHA complaint attachment 2 InsiteEXC
 defects and other violations)
 29
- 30 8. OSHA Response
 31
- 32 9. Insite Production issue and Insite 400 critical defects powerpoint

- 1 10. Madhuri Trivedi Performance appraisal
- 2 11. GE immigration attorney and HR email that GE canceled my H1 B visa while mediation
- 3 and arbitration is PENDING. And won't pursue any immigration I 140 paperwork.
- 4 12. Immigration attorney Jeff letter to GE healthcare global service CEO
- 5 13. Mediation statement by CROSS law firm
- 6 14. Despres, Schwartz and Geoghegan, Ltd. Attorney Mike Persson pre arbitration brief
- 7 15. Foley and Mansfield national law firm letter to GE
- 8 16. Bill Barbiux deposition highlights
- 9 17. Deceptive, with omission, concealing defects;
- 10 "InsiteEXC "product manual, sales and marketing brochures for all kinds of devices
- 11 ultrasound, surgery, Lunar and more;
- 12 press releases, news coverage
- 13 18. GEHC CTO Mike Harsh email to all employees about GENDER speak in technology.
- 14 19. FDA director Pastel Marry letter-FCA
- 15 20. Approved LCA from DOL for GE/GE transportation H1B related
- 16 21. Trivedi's email communication with manager Dave and Nate before joining GEHC
- 17 about filing PERM 365 before H1 B expires
- 18 22. GE manager Dave Sallis in my performance review writing that it is GE's problem
- 19 23. Permanent residency introduction letter –immigration attorney
- 20 24. Arbitration subpoena to GEHC CEO, CTO, general manager, architect, manager,
- 21 engineer and other
- 22 25. Email to lead designer at GE Gregg Stratton about being retaliated for cybersecurity,
- 23 quality issues
- 24
- 25
- 26
- 27
- 28

- 1 26. 1000 page test document
- 2 27. David –GE manager perjury , engineers never used database performance tuning tool of
- 3 \$30 and Trivedi had to fight to get it.
- 4 28. GE job offer to Trivedi-conditioned to signing and following GE policies-“The Spirit and
- 5 the Letter”
- 6 29. SIGNED GE job offer –acknowledgement-conditions of employment - GE policies-“The
- 7 Spirit and the Letter”,
- 8 30. InsiteEXC security- **“Enable memory protection to help mitigate online attacks”**
- 9 **which was required to be unchecked in settings in order to establish/install remote**
- 10 **connectivity.**
- 11 31. Foley & Mansfield law firm communication email.
- 12 32. Foley & Mansfield law firm’s Immigration partner communication email
- 13 33. Email in 2016 from Trivedi to Foley & Mansfield that law firm failed to mention motion
- 14 to vacate arbitration award at any time which cause Trivedi significant damages, financial loss
- 15 34. Linkedin profile of Sachin kendale
- 16 35. Linkedin profile of Prasad bayi
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